



## UTILITY & INFRASTRUCTURE BOARD

June 25, 2019 - 4:00 P.M.

Fremont Municipal Building, 2<sup>nd</sup> Floor Conference Room,  
400 East Military, Fremont Nebraska

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### **REGULAR MEETING:**

1. Meeting called to order
2. Roll call

**CONSENT AGENDA:** *All items in the consent agenda are considered to be routine by the Utility and Infrastructure Board and will be enacted by one motion. There will be no separate discussion of these items unless a Board Member or a citizen so requests, in which event the item will be removed from the consent agenda and considered separately.*

3. Approve minutes of June 11, 2019.
4. Consider Accounts Payable through June 25, 2019.
5. Receive Collections Report.

### **REGULAR AGENDA:**

6. Consider Electric Vehicle Incentive Program and ChargePoint Data Sharing Agreement.
7. Consider Change Order #3 for NPL Construction Co. for Gas Extensions to Gallery 23 East.
8. Consider June 11, 2019 Traffic Committee Report and Recommendations.
9. Consider Natural Gas Supply Agreement with Minnesota Municipal Gas Agency (MMGA).
10. Consider Request to Waive Minimum Driveway Approach Radius at 2125 North Main Street.
11. City Administrator Update (no board action is requested).
  - a. Sanitary Sewer Policy
12. Adjournment

The agenda was posted at the Municipal Building on June 21, 2019. The agenda and enclosures are distributed to the Board and posted on the City of Fremont's website. The official current copy of the agenda is available at Municipal Building, 400 East Military, office of the City Administrator. A copy of the Open Meeting Law is posted in the 2<sup>nd</sup> floor conference room for review by the public. The Utility & Infrastructure Board reserves the right to adjust the order of items on this agenda.

**CITY OF FREMONT UTILITY AND INFRASTRUCTURE BOARD  
JUNE 11, 2019 - 4:00 P.M.**

A meeting of the Utility and Infrastructure Board was held on June 11, 2019 at 4:00 p.m. in the 2<sup>nd</sup> floor meeting room at 400 East Military, Fremont, Nebraska. The meeting was preceded by publicized notice in the Fremont Tribune and the agenda displayed in the Municipal Building. The meeting was open to the public. A continually current copy of the agenda was available for public inspection at the office of the City Administrator, 400 East Military. The agenda was distributed to the Utility and Infrastructure Board on June 7, 2019 and posted, along with the supporting documents, on the City's website. A copy of the open meeting law is posted continually for public inspection.

**ROLL CALL**

Roll call showed Board Members Sawtelle, Shelso, Bolton, Wiese and Vering present. 5 present, 0 absent. Others in attendance included Brian Newton, City Admin; Troy Schaben, Asst. City Admin-Utilities; Jody Sanders; Acctng Dir.; Jeff Shanahan, Power Plant Supt.; Lottie Mitchell, Exec. Assist; Keith Kontor, Water/Sewer/WWTP Supt.; Kirk Hillrichs, Gas Supt.; and Dean Kavan; Warehouse Spv.

**CONSENT AGENDA**

Moved by Member Shelso and seconded by Member Vering to approve items 3-5 (Minutes from May 28, 2019, Accounts Payable through June 11, 2019, and the Investment Report). Motion carried 5-0.

**CONSIDER PROPOSED POLICY FOR INDIVIDUAL SEWER CONNECTIONS.**

Schaben gave overview. Moved by Member Vering and seconded by Member Shelso to recommend to City Council to approve proposed policy. Motion carried 5-0.

**CONSIDER APPLICATION TO WAIVE SEWER CONNECTION FEE FOR 502 JOHNSON ROAD.**

Schaben gave overview. Applicant reviewed request. No motion received. Item died for lack of motion.

**CONSIDER BID FROM RIEKES EQUIPMENT COMPANY FOR YALE ERP040VT FORKLIFT.**

Kavan gave overview. Moved by Member Shelso and seconded by Member Wiese to recommend to City Council to approve bid from Riekes Equipment Company for a 4000 lb. forklift in the amount of \$33,466.10. Motion carried 5-0.

**CITY ADMINISTRATOR UPDATE (NO BOARD ACTION IS REQUESTED).**

- a. Newton gave update.
- b. Kontor gave update.

**ADJOURNMENT**

Moved by Member Wiese and seconded by Member Bolton to adjourn at 4:50 p.m. Motion carried 5-0.

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Allen Sawtelle, Chairman

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Toni Vering, Secretary

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David Shelso

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Michelle Wiese

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Gary Bolton

## STAFF REPORT

**TO:** Utility and Infrastructure Board (UIB)  
Brian Newton, City Administrator  
Troy Schaben, Assistant City Administrator - Utilities

**FROM:** Jody Sanders, CPA, Director of Finance

**DATE:** June 25, 2019

**SUBJECT:** Claims

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**Recommendation:** Move to approve June 12 through June 25, 2019 claims, as well as subsequent claims due and payable before the next meeting of the UIB.

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**Background:** Staff is requesting approval by the UIB to pay claims that will become due and payable (by virtue of contractual agreements or regulatory requirements) before the next UIB meeting.

The amount due is not known as of this staff report, but the related vendors are listed below. These approved claims will still be presented as claims at the next UIB meeting and included in the total requested by Council for approval.

- Direct deposit of employee payroll on June 27, 2019 and related withholdings remitted to pension plans, federal and state tax withholdings, and garnishments.
- Nebraska Department of Revenue – all sales tax collected and use tax owed by the utility departments.
- Transmission and energy purchases payable to Southwest Power Pool, every Tuesday.
- Construction, transmission and energy purchases payable to Omaha Public Power District.
- Natural gas purchases from Northern Natural Gas/US Energy, BP, Cargill, Central Plains Energy Project (CPEP), and Public Energy Authority of Kentucky (PEAK).
- Coal purchases from Cloud Peak Energy Resources, and Peabody Coal, and freight charges to Union Pacific.
- UPS weekly invoice for shipping costs, due within ten days or late fees are incurred.

There are a limited number of agencies that debit the City's bank account for credit card processing fees, kiosk fees, and bank analysis. These are based on a fee schedule.

**Fiscal Impact:** Utility funds claims total **\$ 2,586,221.09**

EAL DESCRIPTION: EAL: 06102019 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	06/10/2019
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . . . . .	Y
Calendar year for 1099 withholding . . . . .	2019
Disbursement year/per . . . . .	2019/09
Payment date . . . . .	06/10/2019

Electric Fund – 051  
Water Fund – 053  
Sewer Fund – 055  
Gas Fund – 057

VEND NO	SEQ#	VENDOR NAME						EFT, EPAY OR
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0004760	00	SOUTHWEST POWER POOL INC						
20190606-FREM			00	06/10/2019	051-5001-400.41-45	SPP Settle 05/29-05/31/19	EFT:	8,922.07-
20190606-FREM			00	06/10/2019	051-5105-555.50-00	SPP Settle 05/29-05/31/19	EFT:	3,098.96
20190606-FREM			00	06/10/2019	051-5105-555.50-00	SPP Settle 06/01-06/04/18	EFT:	20,673.83
VENDOR TOTAL *							.00	14,850.72
0003109	00	UPS						
5E9752239			00	06/10/2019	051-5001-940.60-79	6/08/19 Serv Chrg Share	7.25	
5E9752239			00	06/10/2019	051-5001-940.60-79	6/08/19 Serv Chrg Share	7.25	
5E9752239			00	06/10/2019	051-5001-940.60-79	Woods&Aitken-Nxt Day Air	16.40	
5E9752239			00	06/10/2019	051-5205-580.60-79	Skarshaug Testing Labs	102.66	
5E9752239			00	06/10/2019	053-6105-502.50-23	Water Samples	61.44	
5E9752239			00	06/10/2019	057-8205-870.60-79	Heath Consultants	121.63	
VENDOR TOTAL *							316.63	
EFT/EPAY TOTAL ***								14,850.72
TOTAL EXPENDITURES ****							316.63	14,850.72
GRAND TOTAL *****								15,167.35

DEPARTMENT OF UTILITIES  
ELECTRONIC WITHDRAWAL LIST

FOR UTILITIES AND INFRASTRUCTURE BOARD MEETING: 6/25/19

AJ		WITHDRAWAL			WITHDRAWAL
GROUP NO	VENDOR NAME	DATE	ACCOUNT NO	ITEM DESCRIPTION	AMOUNT
7289	VANTIV	06/06/19	051-5001-903-60-77	KIOSK CREDIT CARD FEES	26.60
				TOTAL EXPENDITURES	26.60

EAL DESCRIPTION: EAL: 06132019 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	06/13/2019
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . . . . .	Y
Calendar year for 1099 withholding . . . . .	2019
Disbursement year/per . . . . .	2019/09
Payment date . . . . .	06/13/2019

VEND NO INVOICE NO	SEQ#	VENDOR NAME VOUCHER P.O. NO NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0000584 20190613	00	CEI PR0613	00	06/13/2019	051-0000-241.00-00	PAYROLL SUMMARY	EFT:	144,526.33
						VENDOR TOTAL *	.00	144,526.33
0002999 20190613	00	LAUGHLIN TRUSTEE, KATHLEEN A PR0613	00	06/13/2019	051-0000-241.00-00	PAYROLL SUMMARY	35.00	
						VENDOR TOTAL *	35.00	
0004653 20190613	00	NEBRASKA DEPT OF REVENUE-GARNISHMNT PR0613	00	06/13/2019	051-0000-241.00-00	PAYROLL SUMMARY	40.00	
						VENDOR TOTAL *	40.00	
0005160 061219	00	NEBRASKA STATE PATROL PI4719	00	06/13/2019	051-5001-926.60-61	PO NUM 051224	181.00	
						VENDOR TOTAL *	181.00	
0004192 20190613	00	PAYROLL EFT DEDUCTIONS PR0613	00	06/13/2019	051-0000-241.00-00	PAYROLL SUMMARY	190,022.37	
						VENDOR TOTAL *	190,022.37	
						EFT/EPAY TOTAL ***		144,526.33
						TOTAL EXPENDITURES ****	190,278.37	144,526.33
					GRAND TOTAL	*****		334,804.70

Account Number	Employee Name	Social Security	Deposit Amount
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Final Total	287,960.86	Count	174
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EAL DESCRIPTION: EAL: 06172019 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	06/17/2019
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . .	Y
Calendar year for 1099 withholding . . . . .	2019
Disbursement year/per . . . . .	2019/09
Payment date . . . . .	06/17/2019

PROGRAM: GM339L

AS OF: 06/17/2019

PAYMENT DATE: 06/17/2019

DEPARTMENT OF UTILITIES

VEND NO	SEQ#	VENDOR NAME						
INVOICE	VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	EFT, EPAY OR
NO	NO	NO		DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
								AMOUNT
0001912	00	OMAHA PUBLIC		POWER DISTRICT				
9705968798	0519		00	06/17/2019	051-5105-555.50-00	May SPP Transmission	EFT:	247.38
9705968798	0519		00	06/17/2019	051-5305-560.60-76	May 2019 Transmission	EFT:	6,878.40
						VENDOR TOTAL *	.00	7,125.78
0005202	00	PUBLIC ENERGY AUTHORITY OF KY*WIRE*						
1905BP2018B			00	06/17/2019	057-8205-807.50-02	May 2019 2018B	89,280.00	Natural gas purchase
						VENDOR TOTAL *	89,280.00	
0003109	00	UPS						
5E9752249			00	06/17/2019	051-5001-940.60-79	6/15/19 Serv Chrg Share	7.25	
5E9752249			00	06/17/2019	051-5001-940.60-79	6/15/19 Serv Chrg Share	7.25	
5E9752249			00	06/17/2019	051-5205-580.60-79	Skarshaug Testing Labs	194.38	
5E9752249			00	06/17/2019	053-6105-502.50-23	Water Samples	39.57	
						VENDOR TOTAL *	248.45	
						EFT/EPAY TOTAL ***		7,125.78
						TOTAL EXPENDITURES ****	89,528.45	7,125.78
						GRAND TOTAL *****		96,654.23

EAL DESCRIPTION: EAL: 06202019 ANDERSEND

PAYMENT TYPES

Checks . . . . .	Y
EFTs . . . . .	Y
ePayables . . . . .	Y

VOUCHER SELECTION CRITERIA

Voucher/discount due date . . . . .	06/26/2019
All banks . . . . .	A

REPORT SEQUENCE OPTIONS:

Vendor . . . . .	X	One vendor per page? (Y,N) . . . . .	N
Bank/Vendor . . . . .		One vendor per page? (Y,N) . . . . .	N
Fund/Dept/Div . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Fund/Dept/Div/Element/Obj . . . . .		Validate cash on hand? (Y,N) . . . . .	N
Proj/Fund/Dept/Div/Elm/Obj . . . . .			

This report is by: Vendor

Process by bank code? (Y,N) . . . . .	Y
Print reports in vendor name sequence? (Y,N) . . . . .	Y
Calendar year for 1099 withholding . . . . .	2019
Disbursement year/per . . . . .	2019/09
Payment date . . . . .	06/26/2019

PROGRAM: GM339L

AS OF: 06/26/2019

PAYMENT DATE: 06/26/2019

DEPARTMENT OF UTILITIES

VEND NO	SEQ#	VENDOR NAME							EFT, EPAY OR
INVOICE		VOUCHER	P.O.	BNK	CHECK/DUE	ACCOUNT	ITEM	CHECK	HAND-ISSUED
NO		NO	NO		DATE	NO	DESCRIPTION	AMOUNT	AMOUNT
0002981	00	A & D TECHNICAL							
0000287730		PI4570		00	06/26/2019	053-6105-502.60-65	PO NUM 051246	560.00	
0000287798		PI4677		00	06/26/2019	057-8205-870.60-61	PO NUM 051223	560.00	
							VENDOR TOTAL *	1,120.00	
0000959	00	ACE HARDWARE							
113653/3		PI4543		00	06/26/2019	051-5105-502.50-35	PO NUM 049278	53.39	
							VENDOR TOTAL *	53.39	
0004995	00	ACME CONTROLS							
993060		PI4645		00	06/26/2019	055-0000-154.00-00	PO NUM 050856	277.00	
							VENDOR TOTAL *	277.00	
9999999	00	AHRENS, BAYLEY							
000076823		UT		00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	31.82	
							VENDOR TOTAL *	31.82	
0004276	00	AIRGAS USA LLC							
9089432870		PI4673		00	06/26/2019	051-5001-940.50-35	PO NUM 051153	EFT:	445.00
9089432870		PI4674		00	06/26/2019	051-5001-940.60-79	PO NUM 051153	EFT:	38.95
9089186827		PI4554		00	06/26/2019	051-5105-502.50-35	PO NUM 049334	EFT:	239.04
9089359959		PI4555		00	06/26/2019	051-5105-502.50-35	PO NUM 049334	EFT:	53.12
9961967997		PI4655		00	06/26/2019	051-5105-502.60-76	PO NUM 050164	EFT:	1,374.23
9961968651		PI4656		00	06/26/2019	051-5105-502.60-76	PO NUM 050164	EFT:	53.94
9089609198		PI4765		00	06/26/2019	051-5105-502.50-35	PO NUM 049334	EFT:	398.40
							VENDOR TOTAL *	.00	2,602.68
0000965	00	ALL SYSTEMS LLC							
80025		PI4767		00	06/26/2019	055-7105-502.60-61	PO NUM 051129	7,900.00	
							VENDOR TOTAL *	7,900.00	
9999999	00	ALLEN, JORDAN R							
000078017		UT		00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	120.82	
							VENDOR TOTAL *	120.82	
0003124	00	ALLIED ELECTRONICS INC							
9011165397		PI4651		00	06/26/2019	051-0000-155.00-00	PO NUM 051282	EFT:	641.90
							VENDOR TOTAL *	.00	641.90
0002612	00	ALTEC INDUSTRIES INC							
11190361		PI4778		00	06/26/2019	051-5205-580.50-48	PO NUM 051293	88.71	
11190361		PI4779		00	06/26/2019	051-5205-580.60-79	PO NUM 051293	20.07	
							VENDOR TOTAL *	108.78	
0004587	00	AMERICAN UNDERGROUND SUPPLY LLC							
7001057		PI4542		00	06/26/2019	053-0000-154.00-00	PO NUM 051296	869.95	
							VENDOR TOTAL *	869.95	
0005199	00	APX INC							
7678		PI4741		00	06/26/2019	051-5105-502.60-61	PO NUM 051321	2,649.89	

PROGRAM: GM339L

AS OF: 06/26/2019

PAYMENT DATE: 06/26/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005199	00	APX INC						
						VENDOR TOTAL *	2,649.89	
0002869	00	AQUA-CHEM INC						
00190621		PI4558	00	06/26/2019	053-6105-502.50-52	PO NUM 050188	1,412.50	
00190519		PI4660	00	06/26/2019	055-7105-502.50-52	PO NUM 050918	847.50	
00190620		PI4661	00	06/26/2019	055-7105-502.50-52	PO NUM 050918	1,017.00	
00190738		PI4662	00	06/26/2019	055-7105-502.50-52	PO NUM 050918	1,130.00	
00190738		PI4663	00	06/26/2019	055-7105-502.50-52	PO NUM 050938	888.00	
						VENDOR TOTAL *	5,295.00	
0004025	00	ASSOCIATED FIRE PROTECTION						
82726		PI4564	00	06/26/2019	051-5105-502.60-61	PO NUM 050807	EFT:	2,024.91
						VENDOR TOTAL *	.00	2,024.91
0002637	00	BABCOCK & WILCOX CO (DIAMOND POWER)						
541576		PI4652	00	06/26/2019	051-0000-153.00-00	PO NUM 051315	2,327.92	
						VENDOR TOTAL *	2,327.92	
0002531	00	BABCOCK & WILCOX COMPANY						
BA60364850		PI4644	00	06/26/2019	051-0000-153.00-00	PO NUM 050795	EFT:	2,651.46
BA60364920		PI4658	00	06/26/2019	051-5105-502.60-79	PO NUM 050795	EFT:	787.56
BA60364921		PI4659	00	06/26/2019	051-5105-502.60-79	PO NUM 050795	EFT:	6,286.25
						VENDOR TOTAL *	.00	9,725.27
9999999	00	BARNES, KYLEE J						
000078299		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	156.27	
						VENDOR TOTAL *	156.27	
9999999	00	BARRETO, EDWARD A						
000078621		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	117.59	
						VENDOR TOTAL *	117.59	
0002768	00	BEARING HEADQUARTERS CO						
5468284		PI4540	00	06/26/2019	051-0000-153.00-00	PO NUM 051205	EFT:	128.65
						VENDOR TOTAL *	.00	128.65
9999999	00	BEISTER, CHERYL & PAUL						
000075681		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	255.46	
						VENDOR TOTAL *	255.46	
9999999	00	BENSON, ERICA L						
000077033		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	14.90	
						VENDOR TOTAL *	14.90	
0004021	00	BINMASTER						
PSI016434		PI4541	00	06/26/2019	051-0000-153.00-00	PO NUM 051283	325.96	
						VENDOR TOTAL *	325.96	
0004558	00	BLT PLUMBING HEATING & A/C INC						

PROGRAM: GM339L

AS OF: 06/26/2019

PAYMENT DATE: 06/26/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004558	00	BLT PLUMBING	HEATING & A/C	INC			
18104		PI4552	00 06/26/2019	055-7105-502.50-35	PO NUM 049321	455.71	
18104		PI4553	00 06/26/2019	055-7105-502.60-59	PO NUM 049321	262.50	
					VENDOR TOTAL *	718.21	
9999999	00	BOEHLE, JESSICA R					
000074957	UT		00 06/26/2019	051-0000-143.00-00	MANUAL CHECK	3.51	
					VENDOR TOTAL *	3.51	
0003545	00	BOMGAARS SUPPLY	INC				
16436162		PI4545	00 06/26/2019	051-5001-940.50-48	PO NUM 049279	41.34	
16437247		PI4777	00 06/26/2019	051-5001-940.50-35	PO NUM 051292	318.84	
16434560		PI4544	00 06/26/2019	051-5105-502.50-35	PO NUM 049279	85.56	
					VENDOR TOTAL *	445.74	
0002902	00	BORDER STATES /	KRIZ-DAVIS				
917716285/CRDT		PI4534	00 06/26/2019	051-0000-154.00-00	PO NUM 050317	EFT:	3,057.72
917865004		PI4535	00 06/26/2019	051-0000-154.00-00	PO NUM 050968	EFT:	1,412.40
917865005		PI4536	00 06/26/2019	051-0000-154.00-00	PO NUM 050970	EFT:	2,710.70
917865008		PI4537	00 06/26/2019	051-0000-154.00-00	PO NUM 051075	EFT:	2,848.15
917865006		PI4538	00 06/26/2019	051-0000-154.00-00	PO NUM 051138	EFT:	24.08
917865007		PI4539	00 06/26/2019	051-0000-154.00-00	PO NUM 051192	EFT:	94.05
917865001		PI4646	00 06/26/2019	051-0000-154.00-00	PO NUM 051180	EFT:	1,016.50
917865003		PI4649	00 06/26/2019	051-0000-154.00-00	PO NUM 051228	EFT:	219.03
917903634		PI4744	00 06/26/2019	051-0000-154.00-00	PO NUM 051192	EFT:	46.01
917903636		PI4745	00 06/26/2019	051-0000-154.00-00	PO NUM 051232	EFT:	8,560.00
917903633		PI4746	00 06/26/2019	051-0000-154.00-00	PO NUM 051291	EFT:	2,202.34
917865007		PI4568	00 06/26/2019	051-5001-940.50-35	PO NUM 051192	EFT:	57.78
917878466		PI4786	00 06/26/2019	051-5105-502.50-35	PO NUM 049291	EFT:	119.22
917870632		PI4754	00 06/26/2019	051-5205-580.50-35	PO NUM 049291	EFT:	257.82
917868364		PI4753	00 06/26/2019	053-6205-583.50-48	PO NUM 049291	EFT:	22.89
917887364		PI4755	00 06/26/2019	055-7105-502.50-35	PO NUM 049291	EFT:	112.24
917912876		PI4803	00 06/26/2019	055-7105-502.50-35	PO NUM 050646	EFT:	396.00
					VENDOR TOTAL *	.00	23,156.93
9999999	00	BOYER, ALEXANDER J					
000076671	UT		00 06/26/2019	051-0000-143.00-00	MANUAL CHECK	94.29	
					VENDOR TOTAL *	94.29	
0004810	00	BRANDSAFWAY SOLUTIONS LLC					
731-D003675		PI4664	00 06/26/2019	051-5105-502.60-61	PO NUM 050992	2,382.89	
					VENDOR TOTAL *	2,382.89	
9999999	00	BRENNAN, MICHAEL R					
000005599	UT		00 06/26/2019	051-0000-143.00-00	MANUAL CHECK	200.00	
					VENDOR TOTAL *	200.00	
9999999	00	BRILEY, JENNIFER L					
000078383	UT		00 06/26/2019	051-0000-143.00-00	MANUAL CHECK	33.74	
					VENDOR TOTAL *	33.74	
0001574	00	BUNCH CO INC, W S					

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0001574 12987	00	BUNCH CO INC, W S PI4665	00	06/26/2019	051-5105-502.60-61	PO NUM 051027	7,709.50	
						VENDOR TOTAL *	7,709.50	
9999999 000075641	00	BURKMAN, ASHLEY UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	79.52	
						VENDOR TOTAL *	79.52	
9999999 000077307	00	BUTLER, JOHN R UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	153.08	
						VENDOR TOTAL *	153.08	
0004875 25321221 RI	00	CABOT NORIT AMERICAS INC	00	06/26/2019	051-0000-158.01-00	5/29/19 11,500 LB	EFT:	7,015.00
						VENDOR TOTAL *	.00	7,015.00
0003807 132414 132414	00	CANCOIL THERMAL CORPORATION PI4723 PI4724	00	06/26/2019 06/26/2019	051-5105-502.50-35 051-5105-502.60-79	PO NUM 051270 PO NUM 051270	122.26 84.50	
						VENDOR TOTAL *	206.76	
0004518 258152 258508	00	CAPPEL AUTO SUPPLY INC PI4763 PI4764	00	06/26/2019 06/26/2019	051-5001-940.50-48 053-6205-583.50-48	PO NUM 049313 PO NUM 049313	157.89 246.29	
						VENDOR TOTAL *	404.18	
0004144 319905-01 320053-00 317902-00	00	CARPENTER PAPER COMPANY PI4647 PI4648 PI4782	00	06/26/2019 06/26/2019 06/26/2019	051-0000-154.00-00 051-0000-154.00-00 051-0000-154.00-00	PO NUM 051220 PO NUM 051220 PO NUM 050827	47.44 89.88 89.88	
						VENDOR TOTAL *	227.20	
9999999 000004777	00	CARSON, DOROTHY UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	7.68	
						VENDOR TOTAL *	7.68	
0003817 5411-570173 5411-570176 5411-570176 5411-572155	00	CED AUTOMATION OMAHA PI4569 PI4675 PI4676 PI4716	00	06/26/2019 06/26/2019 06/26/2019 06/26/2019	051-5105-502.50-35 051-5105-502.50-35 051-5105-502.60-79 051-5105-502.50-35	PO NUM 051196 PO NUM 051196 PO NUM 051196 PO NUM 050793	680.49 761.46 52.08 15,127.66	
						VENDOR TOTAL *	16,621.69	
0002675 4027219747 402D250414 402D250415	00	CENTURYLINK 0619PI4551 0619PI4653 0619PI4654	00	06/26/2019 06/26/2019 06/26/2019	051-5001-922.50-53 051-5001-922.50-53 051-5001-922.50-53	PO NUM 049318 PO NUM 049318 PO NUM 049318	50.86 588.23 588.23	
						VENDOR TOTAL *	1,227.32	
0005188	00	CHROMALOX INC						

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0005188	00	CHROMALOX INC						
1638360		PI4714	00	06/26/2019	051-5105-502.60-61	PO NUM 050570	1,312.50	
1638360		PI4715	00	06/26/2019	051-5105-502.60-79	PO NUM 050570	191.38	
						VENDOR TOTAL *	1,503.88	
9999999	00	CLEMONS, AMBER C						
000077777		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	200.00	
						VENDOR TOTAL *	200.00	
0004524	00	CLOUD PEAK ENERGY RESOURCES						
ACC-19-0431			00	06/26/2019	051-0000-152.00-00	tn	344,952.74	Coal purchase
						VENDOR TOTAL *	344,952.74	
9999999	00	CONNELL, ROBERT						
000007929		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	10.48	
						VENDOR TOTAL *	10.48	
0005100	00	COTTONWOOD WIND PROJECT LLC						
505218 MAY 19			00	06/26/2019	051-5105-555.50-00	MWh	EFT:	285,387.49 Wind energy purchase under PPA
						VENDOR TOTAL *	.00	285,387.49
0004480	00	CSI SOUTH SIDE PRESS						
25843		PI4566	00	06/26/2019	051-5001-903.50-31	PO NUM 051136	1,438.08	
25843		PI4567	00	06/26/2019	051-5001-903.60-79	PO NUM 051136	53.50	
25870		PI4657	00	06/26/2019	051-5001-903.50-31	PO NUM 050360	1,081.98	
						VENDOR TOTAL *	2,573.56	
0001643	00	CULLIGAN OF OMAHA						
144105 0519		PI4556	00	06/26/2019	055-7105-502.50-95	PO NUM 049342	119.70	
144105 0519		PI4557	00	06/26/2019	055-7105-502.60-76	PO NUM 049342	27.30	
						VENDOR TOTAL *	147.00	
0004282	00	DANCO SYSTEMS INC						
60973		PI4769	00	06/26/2019	055-7105-502.50-35	PO NUM 051167	1,489.90	
						VENDOR TOTAL *	1,489.90	
0004646	00	DATABANK IMX LLC						
6112000388		PI4560	00	06/26/2019	051-5001-922.60-61	PO NUM 050314	1,854.16	
						VENDOR TOTAL *	1,854.16	
0001051	00	DAUBERT CONSTRUCTION CO INC						
COF052219-1		PI4561	00	06/26/2019	051-5001-940.50-35	PO NUM 050759	1,150.00	
COF052219-1		PI4562	00	06/26/2019	051-5001-940.60-61	PO NUM 050759	1,300.00	
						VENDOR TOTAL *	2,450.00	
0003050	00	DEPT OF HEALTH & HUMAN SERVICES						
042319 DOWTY		PI4559	00	06/26/2019	053-6205-583.60-62	PO NUM 050241	380.00	
042319 SEELHOFF		PI4563	00	06/26/2019	053-6205-583.60-62	PO NUM 050799	380.00	
						VENDOR TOTAL *	760.00	
9999999	00	DEWBERRY, JOSHUA C						

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9999999 000074851	00 UT	DEWBERRY, JOSHUA C	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	75.80	
						VENDOR TOTAL *	75.80	
0001072 CHEV VOLT	00 TITLE	DODGE COUNTY TREASURER	00	06/26/2019	055-7001-950.80-50	Title/Tire Fee Chev Volt	14.00	
						VENDOR TOTAL *	14.00	
0002710 32176 32176 32176 32176 32176 32176 32176	00 PI4666 PI4667 PI4668 PI4669 PI4670 PI4671 PI4672	DOWCO VALVE CO INC	00	06/26/2019	051-5105-502.50-35	PO NUM 051099	EFT:	3,740.10
			00	06/26/2019	051-5105-502.50-35	PO NUM 051099	EFT:	3,395.60
			00	06/26/2019	051-5105-502.50-35	PO NUM 051099	EFT:	3,395.60
			00	06/26/2019	051-5105-502.50-35	PO NUM 051099	EFT:	1,797.79
			00	06/26/2019	051-5105-502.50-35	PO NUM 051099	EFT:	1,797.79
			00	06/26/2019	051-5105-502.50-35	PO NUM 051099	EFT:	4,222.61
			00	06/26/2019	051-5105-502.60-61	PO NUM 051099	EFT:	11,215.97
						VENDOR TOTAL *	.00	29,565.46
0003091 S6850-1 801524-1 S7708-1 S7790-1 799272-2	00 PI4643 PI4650 PI4728 PI4730 PI4731	DUTTON-LAINSON CO	00	06/26/2019	051-0000-154.00-00	PO NUM 050521	EFT:	588.50
			00	06/26/2019	051-0000-154.00-00	PO NUM 051277	EFT:	959.80
			00	06/26/2019	051-0000-154.00-00	PO NUM 050843	EFT:	879.11
			00	06/26/2019	051-0000-154.00-00	PO NUM 050891	EFT:	682.02
			00	06/26/2019	051-0000-154.00-00	PO NUM 050946	EFT:	134.82
						VENDOR TOTAL *	.00	3,244.25
0003087 7802191-0	00 PI4683	EAKES OFFICE SOLUTIONS	00	06/26/2019	051-0000-154.00-00	PO NUM 051311	770.91	
						VENDOR TOTAL *	770.91	
0004551 13714 13778 13838	00 PI4549 PI4758 PI4759	ELEMETAL FABRICATION LLC	00	06/26/2019	051-5105-502.50-35	PO NUM 049300	52.00	
			00	06/26/2019	051-5205-580.50-35	PO NUM 049300	204.71	
			00	06/26/2019	051-5205-580.50-48	PO NUM 049300	247.17	
						VENDOR TOTAL *	503.88	
0000949 019143	00 PI4780	ENFIELD'S ARBORIST SUPPLIES	00	06/26/2019	051-5205-580.50-35	PO NUM 051320	13.40	
						VENDOR TOTAL *	13.40	
0004391 47269 47269	00 PI4688 PI4689	ENGINEERED PUMP SERVICES INC	00	06/26/2019	051-5105-502.50-35	PO NUM 050662	11,500.00	REPAIR TO U6 B BOILER FEED
			00	06/26/2019	051-5105-502.60-61	PO NUM 050662	62,165.00	PUMP
						VENDOR TOTAL *	73,665.00	
0003836 1-6ZPAKF 1-6ZPAKF	00 PI4805 PI4806	ENVIRONMENTAL RESOURCE ASSOCIATES	00	06/26/2019	051-5105-502.60-61	PO NUM 051124	EFT:	204.32
			00	06/26/2019	051-5105-502.60-79	PO NUM 051124	EFT:	37.49
						VENDOR TOTAL *	.00	241.81
9999999	00	ERDAHL, GORGE A						

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9999999 000078111	00 UT	ERDAHL, GORGE A	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	81.89	
						VENDOR TOTAL *	81.89	
9999999 000073533	00 UT	EVANS, SHERI L	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	297.00	
						VENDOR TOTAL *	297.00	
9999999 000076727	00 UT	FAETH, WILLIAM	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	112.33	
						VENDOR TOTAL *	112.33	
0002050 NEFRE166817	00 PI4685	FASTENAL CO	00	06/26/2019	051-5001-940.50-35	PO NUM 049286	EFT:	26.20
NEFRE166430	PI4546		00	06/26/2019	051-5105-502.50-35	PO NUM 049286	EFT:	40.66
NEFRE166939	PI4776		00	06/26/2019	051-5105-502.50-35	PO NUM 051255	EFT:	384.19
NEFRE166739	PI4684		00	06/26/2019	055-7105-502.50-35	PO NUM 049286	EFT:	35.67
						VENDOR TOTAL *	.00	486.72
9999999 000075137	00 UT	FINLEY, KEVIN J	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	9.03	
						VENDOR TOTAL *	9.03	
9999999 000040513	00 UT	FOWLER, BARRY S	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	10.00	
						VENDOR TOTAL *	10.00	
9999999 000073529	00 UT	FRAZIER, KELLY R	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	1.26	
						VENDOR TOTAL *	1.26	
0003488 IM548970/040819	00 PI4565	FREMONT HEALTH CLINIC	00	06/26/2019	051-5001-926.60-61	PO NUM 051052	14.00	
						VENDOR TOTAL *	14.00	
0001131 60003332/0519	00 PI4550	FREMONT TRIBUNE	00	06/26/2019	051-5001-926.60-78	PO NUM 049309	1,252.14	
837315	PI4571		00	06/26/2019	051-5001-940.60-78	PO NUM 051263	76.54	
837068-1	PI4686		00	06/26/2019	051-5001-903.60-78	PO NUM 049309	498.85	
						VENDOR TOTAL *	1,827.53	
0001132 332206 00	00 PI4548	FREMONT WINNELSON CO	00	06/26/2019	053-6205-583.50-35	PO NUM 049287	50.80	
332022 00	PI4547		00	06/26/2019	055-7105-502.50-35	PO NUM 049287	120.77	
						VENDOR TOTAL *	171.57	
9999999 000025237	00 UT	GARFIELD, SHERRY	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	155.06	
						VENDOR TOTAL *	155.06	
0001139	00	GERHOLD CONCRETE CO INC						

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0001139 46425	00	GERHOLD CONCRETE CO INC PI4785	00	06/26/2019	053-6205-583.50-35	PO NUM 049288	161.04	
						VENDOR TOTAL *	161.04	
0001140 300450	00	GETZSCHMAN HEATING LLC PI4601	00	06/26/2019	051-5105-502.60-61	PO NUM 051235	650.00	
						VENDOR TOTAL *	650.00	
0000247 S124794343-001	00	GEXPRO PI4696	00	06/26/2019	051-5105-502.50-35	PO NUM 051195	EFT:	171.20
S124794343-001		PI4697	00	06/26/2019	051-5105-502.60-79	PO NUM 051195	EFT:	109.07
						VENDOR TOTAL *	.00	280.27
9999999 000042519	00	GLASS, KATIE J UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	5.68	
						VENDOR TOTAL *	5.68	
9999999 000074301	00	GOMEZ, EDUARDO UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	63.94	
						VENDOR TOTAL *	63.94	
0001148 12003 11905	00	GOREE BACKHOE & EXCAVATING INC PI4704 PI4737	00	06/26/2019 06/26/2019	051-5205-580.50-35 053-6105-502.50-35	PO NUM 051312 PO NUM 050923	1,184.17 1,594.57	
						VENDOR TOTAL *	2,778.74	
0004677 56812607	00	GOVCONNECTION INC PI4768	00	06/26/2019	051-5001-922.60-65	PO NUM 051130	EFT:	12,949.53
						VENDOR TOTAL *	.00	12,949.53
9999999 000078751	00	GRAHAM, LEILAH AND ALEX UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	146.32	
						VENDOR TOTAL *	146.32	
0001742 9190591611	00	GRAINGER PI4593	00	06/26/2019	051-5105-502.50-35	PO NUM 050841	EFT:	36.00
						VENDOR TOTAL *	.00	36.00
0001445 9310575027	00	GRAYBAR ELECTRIC CO PI4729	00	06/26/2019	051-0000-156.00-00	PO NUM 050890	8,719.43	
						VENDOR TOTAL *	8,719.43	
0004707 9927040235 9927040235	00 0619 0619	GREAT PLAINS COMMUNICATIONS INC PI4792 PI4793	00 00 00	06/26/2019 06/26/2019 06/26/2019	051-5001-922.50-53 051-5001-922.60-65	PO NUM 049376 PO NUM 049376	152.18 1,000.00	
						VENDOR TOTAL *	1,152.18	
0002886 5471	00	GREATER FREMONT DEVELOPMENT COUNCIL PI4687	00	06/26/2019	051-5001-919.60-65	PO NUM 050046	EFT:	22,500.00
						VENDOR TOTAL *	.00	22,500.00
9999999	00	GREGG, ELAINE M						

QUARTERLY  
ECONOMIC  
DEVELOP-  
MENT  
SERVICES

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9999999 000016851	00 UT	GREGG, ELAINE M	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	45.67	
						VENDOR TOTAL *	45.67	
9999999 000077503	00 UT	GRIFFIN, JAMES G	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	68.33	
						VENDOR TOTAL *	68.33	
0004419 25354 25354 25347 25347 25360 25360	00 PI4749 PI4750 PI4747 PI4748 PI4751 PI4752	HANSEN TIRE LLC	00	06/26/2019	051-5001-940.50-48 051-5001-940.60-59 053-6205-583.50-48 053-6205-583.60-59 053-6205-583.50-48 053-6205-583.60-59	PO NUM 049289 PO NUM 049289 PO NUM 049289 PO NUM 049289 PO NUM 049289 PO NUM 049289	3.69 10.00 2.11 20.00 3.69 20.00	
						VENDOR TOTAL *	59.49	
9999999 000060875	00 UT	HARTIN, AMBER L	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	231.85	
						VENDOR TOTAL *	231.85	
9999999 000076747	00 UT	HARTMAN, BAILEY M	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	70.89	
						VENDOR TOTAL *	70.89	
9999999 000076765	00 UT	HAWK, MOLLIE E	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	19.40	
						VENDOR TOTAL *	19.40	
0004469 435983	00 PI4690	HAYES MECHANICAL	00	06/26/2019	051-5105-502.60-61	PO NUM 050986	8,918.24	
						VENDOR TOTAL *	8,918.24	
0002794 1200194080	00 PI4576	HDR ENGINEERING INC	00	06/26/2019	053-6105-502.60-57	PO NUM 043936	EFT:	877.25
						VENDOR TOTAL *	.00	877.25
9999999 000078157	00 UT	HEITSHUSEN, SAMANTHA L	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	152.37	
						VENDOR TOTAL *	152.37	
9999999 000075157	00 UT	HENRICHSON JR, JESSE	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	41.69	
						VENDOR TOTAL *	41.69	
9999999 000072773	00 UT	HENRY, JASON M	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	69.58	
						VENDOR TOTAL *	69.58	
0000322	00	HERCULES INDUSTRIES INC						

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0000322 106676	00	HERCULES INDUSTRIES INC PI4573	00 06/26/2019	051-0000-154.00-00	PO NUM 051158	EFT:	451.50
					VENDOR TOTAL *	.00	451.50
0001868 294797	00	HOTSYS EQUIPMENT CO PI4603	00 06/26/2019	051-5105-502.50-35	PO NUM 051253	EFT:	107.53
					VENDOR TOTAL *	.00	107.53
0004062 424	00	HOUSTON & ASSOCIATES LLC PI4766	00 06/26/2019	057-8205-870.60-61	PO NUM 049379	EFT:	2,500.00
					VENDOR TOTAL *	.00	2,500.00
0004188 234351	00	HUNTEL COMMUNICATIONS PI4770	00 06/26/2019	051-5001-922.60-65	PO NUM 051216	321.00	
234352		PI4771	00 06/26/2019	051-5001-922.60-65	PO NUM 051216	321.00	
234353		PI4772	00 06/26/2019	051-5001-922.60-65	PO NUM 051216	321.00	
234354		PI4773	00 06/26/2019	051-5001-922.60-65	PO NUM 051216	150.00	
234355		PI4774	00 06/26/2019	051-5001-922.60-65	PO NUM 051216	150.00	
234321		PI4775	00 06/26/2019	051-5001-922.50-42	PO NUM 051217	2,200.00	
					VENDOR TOTAL *	3,463.00	
9999999 000008373	00	HURLEY, CHARLES UT	00 06/26/2019	051-0000-143.00-00	MANUAL CHECK	212.00	
000008375		UT	00 06/26/2019	051-0000-143.00-00	MANUAL CHECK	36.00	
					VENDOR TOTAL *	248.00	
0002020 RENT556785	00	HYTORC PI4598	00 06/26/2019	051-5105-502.60-76	PO NUM 051044	937.46	
					VENDOR TOTAL *	937.46	
0004599 7472351	00	IBT INC PI4591	00 06/26/2019	051-5105-502.50-35	PO NUM 050634	EFT:	235.54
7472351		PI4592	00 06/26/2019	051-5105-502.60-79	PO NUM 050634	EFT:	17.87
					VENDOR TOTAL *	.00	253.41
0002083 555084010	00 #9	IES COMMERCIAL INC PI4732	00 06/26/2019	051-5205-580.60-61	PO NUM 048692	404,105.62	UPGRADE OF SUBSTATION B
					VENDOR TOTAL *	404,105.62	
0004066 209174	00	INTERSTATE INDUSTRIAL INSTR INC PI4681	00 06/26/2019	051-0000-153.00-00	PO NUM 051060	913.33	
					VENDOR TOTAL *	913.33	
9999999 000078679	00	INZUNZA GUITIERREZ, CESAR UT	00 06/26/2019	051-0000-143.00-00	MANUAL CHECK	95.84	
					VENDOR TOTAL *	95.84	
0004205 8178216	00	JCI INDUSTRIES INC PI4594	00 06/26/2019	051-5105-502.60-61	PO NUM 050883	5,465.75	
					VENDOR TOTAL *	5,465.75	
9999999	00	JONES, ELIZABETH A					

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9999999 000077557	00 UT	JONES, ELIZABETH A	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	48.54	
						VENDOR TOTAL *	48.54	
0003085 11125726-0	00 PI4575	KELLY SUPPLY CO	00	06/26/2019	051-0000-153.00-00	PO NUM 051262	EFT:	436.80
						VENDOR TOTAL *	.00	436.80
0004708 7178229	00 PI4604	KIMBALL MIDWEST	00	06/26/2019	051-5001-940.50-35	PO NUM 051278	299.44	
						VENDOR TOTAL *	299.44	
9999999 000075123	00 UT	KINGSLEY, KAY K	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	128.56	
						VENDOR TOTAL *	128.56	
9999999 000067701	00 UT	KRACL, KAITLYNN D	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	85.02	
						VENDOR TOTAL *	85.02	
0004967 CO113696 WO103697	00 PI4810 PI4740	KUBOTA OF OMAHA	00	06/26/2019	051-5001-940.50-48	PO NUM 051343	200.62	
			00	06/26/2019	055-7105-502.50-35	PO NUM 051267	400.79	
						VENDOR TOTAL *	601.41	
9999999 000036337	00 UT	KUNCE, BETH K	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	109.69	
						VENDOR TOTAL *	109.69	
0001615 14130717-01 14130778-01	00 PI4572 PI4680	LAKELAND ENGINEERING EQUIPMENT CO	00	06/26/2019	051-0000-153.00-00	PO NUM 050988	770.70	
			00	06/26/2019	051-0000-153.00-00	PO NUM 051047	564.96	
						VENDOR TOTAL *	1,335.66	
0002797 9306757914	00 PI4574	LAWSON PRODUCTS INC	00	06/26/2019	051-0000-154.00-00	PO NUM 051229	268.09	
						VENDOR TOTAL *	268.09	
0002654 13111	00 PI4605	LEAGUE ASSN OF RISK MANAGEMENT	00	06/26/2019	051-5001-919.60-63	PO NUM 051299	173.65	
						VENDOR TOTAL *	173.65	
9999999 000068831	00 UT	LEDERER, KATHERINE	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	143.06	
						VENDOR TOTAL *	143.06	
9999999 000079081	00 UT	LOPEZ, ROLANDO E	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	179.17	
						VENDOR TOTAL *	179.17	
0004387	00	LUTZ-JESCO AMERICA CORP						

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0004387 15020745	00	LUTZ-JESCO AMERICA CORP PI4602	00	06/26/2019	051-5105-502.60-61	PO NUM 051245	6,081.25	
						VENDOR TOTAL *	6,081.25	
0002945 47239	00	LYMAN RICHEY SAND & GRAVEL CO PI4787	00	06/26/2019	053-6205-583.50-35	PO NUM 049294	100.30	
						VENDOR TOTAL *	100.30	
9999999 000074325	00	MACHADO, HEBERT S UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	51.05	
						VENDOR TOTAL *	51.05	
9999999 000076213	00	MAHON, ELISABETH UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	1,049.92	
						VENDOR TOTAL *	1,049.92	
9999999 000078405	00	MAPLE BRIDGE LLC UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	129.13	
						VENDOR TOTAL *	129.13	
0002052 51466832	00	MATHESON LINWELD PI4583	00	06/26/2019	051-5001-940.60-76	PO NUM 049293	EFT:	74.31
19746135		PI4577	00	06/26/2019	051-5105-502.50-35	PO NUM 049293	EFT:	76.27
19824713		PI4578	00	06/26/2019	051-5105-502.50-35	PO NUM 049293	EFT:	3.75
19824714		PI4579	00	06/26/2019	051-5105-502.50-35	PO NUM 049293	EFT:	26.55
19824721		PI4581	00	06/26/2019	051-5105-502.50-35	PO NUM 049293	EFT:	16.05
19824749		PI4582	00	06/26/2019	051-5105-502.50-35	PO NUM 049293	EFT:	37.11
19847759		PI4733	00	06/26/2019	051-5105-502.50-35	PO NUM 049293	EFT:	1.35
19847808		PI4734	00	06/26/2019	051-5105-502.50-35	PO NUM 049293	EFT:	61.42
51466832		PI4584	00	06/26/2019	051-5205-580.60-76	PO NUM 049293	EFT:	110.47
19824717		PI4580	00	06/26/2019	057-8205-870.50-35	PO NUM 049293	EFT:	29.31
51466832		PI4585	00	06/26/2019	057-8205-870.60-76	PO NUM 049293	EFT:	73.64
						VENDOR TOTAL *	.00	510.23
0003289 0086509-IN	00	MATT FRIEND TRUCK EQUIPMENT INC PI4691	00	06/26/2019	051-5001-940.50-35	PO NUM 051162	134.51	
0086509-IN		PI4692	00	06/26/2019	051-5001-940.50-48	PO NUM 051162	402.81	
0086509-IN		PI4693	00	06/26/2019	051-5001-940.60-79	PO NUM 051162	53.80	
						VENDOR TOTAL *	591.12	
9999999 000043167	00	MCCLAIN, SHANNON M & WILLIAM UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	26.03	
						VENDOR TOTAL *	26.03	
0000667 96554311	00	MCMaster-CARR SUPPLY CO PI4700	00	06/26/2019	051-5001-940.50-35	PO NUM 051273	121.07	
96554311		PI4701	00	06/26/2019	051-5001-940.60-79	PO NUM 051273	18.77	
95882061		PI4600	00	06/26/2019	051-5105-502.50-35	PO NUM 051203	317.54	
						VENDOR TOTAL *	457.38	
0001229	00	MENARDS - FREMONT						

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NO		NO	NO	NO	NO	NO	DATE	NO	DESCRIPTION	AMOUNT	HAND-ISSUED
											AMOUNT
0001229	00	MENARDS - FREMONT									
75577		PI4589		00	06/26/2019		051-5001-940.50-35	PO NUM 049296		228.66	
75150		PI4586		00	06/26/2019		051-5105-502.50-35	PO NUM 049296		165.83	
73635		PI4595		00	06/26/2019		051-5105-502.50-35	PO NUM 050959		727.03	
75445		PI4613		00	06/26/2019		051-5105-502.50-35	PO NUM 049296		91.42	
75839		PI4788		00	06/26/2019		051-5105-502.50-35	PO NUM 049296		21.18	
75885		PI4789		00	06/26/2019		051-5105-502.50-35	PO NUM 049296		27.95	
75377		PI4587		00	06/26/2019		051-5205-580.50-35	PO NUM 049296		9.50	
75378		PI4588		00	06/26/2019		051-5205-580.50-35	PO NUM 049296		70.60	
75835		PI4756		00	06/26/2019		055-7105-502.50-35	PO NUM 049296		22.97	
75886		PI4757		00	06/26/2019		055-7105-502.50-35	PO NUM 049296		17.45	
								VENDOR TOTAL *		1,382.59	
9999999	00	MENDLIK, ROBERT L									
000075547		UT		00	06/26/2019		051-0000-143.00-00	MANUAL CHECK		108.18	
								VENDOR TOTAL *		108.18	
9999999	00	MEYER, GEORGE F									
000077709		UT		00	06/26/2019		051-0000-143.00-00	MANUAL CHECK		83.54	
								VENDOR TOTAL *		83.54	
0003008	00	MIDWEST LABORATORIES INC									
948176		PI4590		00	06/26/2019		055-7105-502.60-54	PO NUM 049297		2,334.52	
								VENDOR TOTAL *		2,334.52	
0005209	00	MIDWEST REGION GAS TASK FORCE ASSN									
126		PI4813		00	06/26/2019		057-8205-870.60-67	PO NUM 051363		1,000.00	
126		PI4814		00	06/26/2019		057-8205-870.60-77	PO NUM 051363		6,458.44	
								VENDOR TOTAL *		7,458.44	
0004883	00	MISSISSIPPI LIME COMPANY									
1436900				00	06/26/2019		051-0000-158.02-00	6/05/19 26.05 TN	EFT:		5,186.30
1438170				00	06/26/2019		051-0000-158.02-00	6/12/19 25.97 TN	EFT:		5,170.38
								VENDOR TOTAL *		.00	10,356.68
0002646	00	MONITORING SOLUTIONS INC									
28466		PI4678		00	06/26/2019		051-0000-153.00-00	PO NUM 050102		588.72	
								VENDOR TOTAL *		588.72	
9999999	00	MONTOYA, DANIEL A									
000078095		UT		00	06/26/2019		051-0000-143.00-00	MANUAL CHECK		28.94	
								VENDOR TOTAL *		28.94	
0001486	00	MOTION INDUSTRIES INC									
NE01-514773		PI4682		00	06/26/2019		051-0000-153.00-00	PO NUM 051280		184.81	
NE01-514376		PI4596		00	06/26/2019		051-5105-502.50-35	PO NUM 050999		640.47	
NE01-514376		PI4597		00	06/26/2019		051-5105-502.60-79	PO NUM 050999		11.87	
NE01-514328		PI4599		00	06/26/2019		051-5105-502.50-35	PO NUM 051177		980.72	
NE01-514852		PI4694		00	06/26/2019		051-5105-502.50-35	PO NUM 051185		841.84	
NE01-514852		PI4695		00	06/26/2019		051-5105-502.60-79	PO NUM 051185		16.08	

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0001486	00	MOTION INDUSTRIES INC						
						VENDOR TOTAL *	2,675.79	
9999999	00	MRKVICKA, NOAH A						
000077509		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	162.72	
						VENDOR TOTAL *	162.72	
0002985	00	MSC INDUSTRIAL SUPPLY CO INC						
C98036610		PI4610	00	06/26/2019	051-0000-154.00-00	PO NUM 051274	EFT:	235.74
98036630		PI4611	00	06/26/2019	051-0000-154.00-00	PO NUM 051274	EFT:	16.41
C98036610		PI4638	00	06/26/2019	051-5001-940.50-35	PO NUM 051274	EFT:	175.33
99123460		PI4702	00	06/26/2019	051-5001-940.50-35	PO NUM 051290	EFT:	3,548.42
97805920		PI4628	00	06/26/2019	051-5105-502.50-35	PO NUM 051206	EFT:	55.15
98925930		PI4640	00	06/26/2019	051-5105-502.50-35	PO NUM 051286	EFT:	78.22
96916530&CREDIT		PI4738	00	06/26/2019	051-5105-502.50-35	PO NUM 050953	EFT:	194.40
						VENDOR TOTAL *	.00	4,303.67
0003095	00	MUNICIPAL SUPPLY INC OF OMAHA						
0728261-IN		PI4679	00	06/26/2019	053-0000-154.00-00	PO NUM 050627	29,982.06	FIRE HYDRANTS FOR THE UPCOMING SEASON
						VENDOR TOTAL *	29,982.06	
0004374	00	NEBRASKA ENVIRONMENTAL PRODUCTS						
E00184		PI4630	00	06/26/2019	055-7001-950.80-50	PO NUM 051214	8,495.00	
P04239		PI4351	00	06/26/2019	055-7205-583.50-48	PO NUM 051198	45.12-	
						VENDOR TOTAL *	8,449.88	
0003053	00	NEBRASKA HEALTH & HUMAN SERV-LIHEAP						
060619			00	06/26/2019	051-5001-421.00-00	Energy Assistance Refund	2,903.92	
						VENDOR TOTAL *	2,903.92	
0004268	00	NEBRASKA SOCIETY OF CERTIFIED						
061019 SANDERS		PI4637	00	06/26/2019	051-5001-920.60-67	PO NUM 051271	155.00	
						VENDOR TOTAL *	155.00	
0002403	00	NFPA						
7496507Y		PI4622	00	06/26/2019	051-5105-502.50-64	PO NUM 051109	134.45	
7496507Y		PI4623	00	06/26/2019	051-5105-502.60-79	PO NUM 051109	10.00	
						VENDOR TOTAL *	144.45	
0001473	00	NMC INC						
CUI664591		PI4720	00	06/26/2019	051-5105-502.60-76	PO NUM 051231	1,942.50	
CUI664591		PI4721	00	06/26/2019	051-5105-502.60-77	PO NUM 051231	32.25	
CUI663022		PI4698	00	06/26/2019	055-7105-502.50-35	PO NUM 051268	110.70	
CUI663026		PI4699	00	06/26/2019	055-7105-502.50-35	PO NUM 051268	110.70	
CUI663023		PI4722	00	06/26/2019	055-7105-502.50-35	PO NUM 051268	448.26	
						VENDOR TOTAL *	2,644.41	
0001020	00	O'REILLY AUTOMOTIVE INC						
0397-236373		PI4709	00	06/26/2019	055-7105-502.50-35	PO NUM 049298	53.34	
						VENDOR TOTAL *	53.34	
0002888	00	OFFICENET						

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0002888	00	OFFICENET						
919793-0		PI4631	00	06/26/2019	051-5001-920.50-40	PO NUM 051225	732.48	
919710-0		PI4717	00	06/26/2019	051-5001-940.50-35	PO NUM 051208	60.34	
919947-0		PI4633	00	06/26/2019	051-5105-502.50-40	PO NUM 051254	118.46	
919710-0		PI4718	00	06/26/2019	051-5205-580.50-35	PO NUM 051208	199.02	
						VENDOR TOTAL *	1,110.30	
0005052	00	OLD DOMINION						
11007617951		PI4739	00	06/26/2019	051-5105-502.60-79	PO NUM 051087	332.26	
						VENDOR TOTAL *	332.26	
9999999	00	OLIVA, CECILIA						
000075699		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	124.67	
						VENDOR TOTAL *	124.67	
0002946	00	OMAHA PUBLIC						
2462853776	0619		00	06/26/2019	051-5105-502.60-65	SPP Marketing Agency Serv	EFT:	5,112.00
1115740525	0619		00	06/26/2019	051-5305-560.60-76	June 2019 Interconnection	EFT:	4,410.59
7281943133	0519	PI4790	00	06/26/2019	055-7105-502.60-71	PO NUM 049336	EFT:	33.84
0128000051	0519	PI4791	00	06/26/2019	057-8205-870.60-61	PO NUM 049362	EFT:	58.67
						VENDOR TOTAL *	.00	9,615.10
0001624	00	OMAHA VALVE & FITTING CO						
10029		PI4626	00	06/26/2019	051-5105-502.50-35	PO NUM 051186	1,524.15	
						VENDOR TOTAL *	1,524.15	
0001477	00	OMAHA WORLD-HERALD						
9407-190602		PI4711	00	06/26/2019	051-5001-926.60-78	PO NUM 049311	EFT:	370.59
						VENDOR TOTAL *	.00	370.59
9999999	00	OSTRAND, SHELBY L						
000077069		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	141.46	
						VENDOR TOTAL *	141.46	
0000433	00	P & E ENGINEERING CO						
5281		PI4743	00	06/26/2019	051-5105-502.60-61	PO NUM 051336	2,606.00	
5271		PI4783	00	06/26/2019	051-5205-580.60-61	PO NUM 044819	11,425.50	SUB B PROTECTION
5271		PI4784	00	06/26/2019	051-5205-580.60-61	PO NUM 044819	25,000.00	ENGINEERING
5272		PI4811	00	06/26/2019	051-5205-580.60-61	PO NUM 051347	27,938.50	69KV TRANSMISSION SYSTEM
5273		PI4812	00	06/26/2019	051-5205-580.60-61	PO NUM 051348	8,555.50	RELAY SETTINGS UPDATES
						VENDOR TOTAL *	75,525.50	
9999999	00	PARIS, BLAKE S						
000073275		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	146.46	
						VENDOR TOTAL *	146.46	
9999999	00	PAUSTIAN, KYLE J						
000077719		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	200.00	
						VENDOR TOTAL *	200.00	
0004948	00	PCM SALES INC						

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0004948 B12144440101	00 PI4627	PCM SALES INC	00	06/26/2019	051-5001-922.50-42	PO NUM 051202	39.99	
						VENDOR TOTAL *	39.99	
9999999 000074897	00 UT	PETERS, JESSICA	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	76.84	
						VENDOR TOTAL *	76.84	
0002825 98956 98956	00 PI4620 PI4621	PIONEER INDUSTRIAL CORP	00	06/26/2019	051-5105-502.50-35	PO NUM 050925	38.85	
			00	06/26/2019	051-5105-502.60-79	PO NUM 050925	4.66	
						VENDOR TOTAL *	43.51	
0001627 0296282-IN 0296282-IN	00 PI4624 PI4625	PIPING RESOURCES INC	00	06/26/2019	051-5105-502.50-35	PO NUM 051183	463.73	
			00	06/26/2019	051-5105-502.60-79	PO NUM 051183	76.46	
						VENDOR TOTAL *	540.19	
0002919 1912103	00 PI4710	PLATTE VALLEY EQUIPMENT LLC	00	06/26/2019	055-7205-583.50-48	PO NUM 049301	65.13	
						VENDOR TOTAL *	65.13	
0004740 13414 13444	00 PI4614 PI4712	PREMIER STAFFING INC	00	06/26/2019	051-5001-926.60-61	PO NUM 049312	560.00	
			00	06/26/2019	051-5001-926.60-61	PO NUM 049312	200.00	
						VENDOR TOTAL *	760.00	
0004472 190528-200 190603-10S 190528-201 190605-300	00 PI4607 PI4609 PI4707 PI4708	PROCESS EQUIPMENT & CONTROLS INC	00	06/26/2019	051-0000-153.00-00	PO NUM 051204	343.53	
			00	06/26/2019	051-0000-153.00-00	PO NUM 051261	6,190.28	
			00	06/26/2019	051-0000-153.00-00	PO NUM 051204	343.53	
			00	06/26/2019	051-0000-153.00-00	PO NUM 051288	165.54	
						VENDOR TOTAL *	7,042.88	
0004499 54555	00 PI4809	QUATRED LLC	00	06/26/2019	051-5001-940.60-65	PO NUM 051325	85.00	
						VENDOR TOTAL *	85.00	
0003639 019038 019038	00 PI4618 PI4619	R&S TRACK MAINTENANCE INC	00	06/26/2019	051-5105-502.50-35	PO NUM 050653	EFT:	731.50
			00	06/26/2019	051-5105-502.60-61	PO NUM 050653	EFT:	2,150.00
						VENDOR TOTAL *	.00	2,881.50
0004168 397415	00 PI4615	RAILROAD MANAGEMENT CO III LLC	00	06/26/2019	055-7205-583.60-77	PO NUM 049409	789.38	
						VENDOR TOTAL *	789.38	
0005076 18116 18116	00 PI4608 PI4629	RASMUSSEN AIR & GAS ENERGY INC	00	06/26/2019	055-0000-154.00-00	PO NUM 051210	690.12	
			00	06/26/2019	055-7105-502.50-35	PO NUM 051210	350.24	

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VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005076	00	RASMUSSEN AIR & GAS ENERGY INC						
						VENDOR TOTAL *	1,040.36	
0002876 18168	00	RAWHIDE CHEMOIL INC PI4742	00	06/26/2019	051-5001-917.50-30	PO NUM 051334	18,671.92	
						VENDOR TOTAL *	18,671.92	
0004028 42811	00	RAWHIDE FERTILIZER LLC PI4639	00	06/26/2019	055-7105-502.50-52	PO NUM 051275	690.00	
						VENDOR TOTAL *	690.00	
0004939 746563-00	00	RESCO PI4705	00	06/26/2019	051-0000-156.00-00	PO NUM 050850	18,537.76	
						VENDOR TOTAL *	18,537.76	
0004463 053119098002162	00	RESOURCE ACTION PROGRAMS LLC PI4616	00	06/26/2019	051-5001-903.50-35	PO NUM 049594	12,364.41	
053119098002162		PI4617	00	06/26/2019	051-5001-903.60-79	PO NUM 049594	675.47	
						VENDOR TOTAL *	13,039.88	
0003790 SWO014689-1	00	RIEKES EQUIPMENT CO PI4632	00	06/26/2019	051-5001-940.60-59	PO NUM 051230	1,923.86	
SWO008810-3		PI4634	00	06/26/2019	051-5001-940.50-48	PO NUM 051265	605.94	
SWO008810-3		PI4635	00	06/26/2019	051-5001-940.60-59	PO NUM 051265	2,210.87	
SWO008810-3		PI4636	00	06/26/2019	051-5001-940.60-79	PO NUM 051265	292.44	
						VENDOR TOTAL *	5,033.11	
9999999 000059373	00	RINGLE, JOHN L UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	27.16	
						VENDOR TOTAL *	27.16	
9999999 000074531	00	ROBERTS, TYLER & DANIELLE UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	59.66	
						VENDOR TOTAL *	59.66	
9999999 000076135	00	RYAN, BRADLEY J UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	160.45	
						VENDOR TOTAL *	160.45	
0000762 4527062948-INV1	00	SCHAEFFER MANUFACTURING CO PI4725	00	06/26/2019	051-5105-502.50-35	PO NUM 051281	EFT:	246.65
4527062948-INV1		PI4726	00	06/26/2019	051-5105-502.60-79	PO NUM 051281	EFT:	22.83
						VENDOR TOTAL *	.00	269.48
0005128 CLIP10323	00	SCHLOSSER ENTERPRISES INC PI4794	00	06/26/2019	051-5001-932.60-61	PO NUM 050410	90.00	
CLIP10323		PI4795	00	06/26/2019	051-5001-940.60-61	PO NUM 050410	80.00	
CLIP10323		PI4796	00	06/26/2019	051-5105-502.60-61	PO NUM 050410	290.00	
CLIP10323		PI4797	00	06/26/2019	053-6105-502.60-61	PO NUM 050410	30.00	
CLIP10323		PI4798	00	06/26/2019	053-6105-502.60-61	PO NUM 050410	310.00	

PROGRAM: GM339L

AS OF: 06/26/2019

PAYMENT DATE: 06/26/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0005128	00	SCHLOSSER ENTERPRISES INC						
CLIP10323		PI4799	00	06/26/2019	055-7205-583.60-61	PO NUM 050410	210.00	
CLIP10323		PI4800	00	06/26/2019	057-8205-870.60-61	PO NUM 050410	20.00	
						VENDOR TOTAL *	1,030.00	
0004661	00	SCREENING ONE INC						
190500948		PI4735	00	06/26/2019	051-5001-926.60-61	PO NUM 049310	1,243.42	
						VENDOR TOTAL *	1,243.42	
9999999	00	SIDES, STACIE J						
000078183		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	47.23	
						VENDOR TOTAL *	47.23	
9999999	00	SIMANEK RENTAL						
000046875		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	39.34	
						VENDOR TOTAL *	39.34	
9999999	00	SMITH, ELIZABETH A						
000076199		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	47.83	
						VENDOR TOTAL *	47.83	
9999999	00	SMITH, JAMES C						
000060309		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	77.69	
						VENDOR TOTAL *	77.69	
9999999	00	SMITH, SHEYENNE						
000077127		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	98.71	
						VENDOR TOTAL *	98.71	
0003415	00	SNAP-ON INDUSTRIAL						
ARV/40173078		PI4807	00	06/26/2019	055-7105-502.50-35	PO NUM 051297	1,032.30	
ARV/40184118		PI4808	00	06/26/2019	055-7105-502.50-35	PO NUM 051297	22.84	
						VENDOR TOTAL *	1,055.14	
9999999	00	SOHL, DYLAN J						
000077891		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	164.96	
						VENDOR TOTAL *	164.96	
0005183	00	SUPERION LLC - CENTRALSQUARE						
240156			00	06/26/2019	051-0000-165.00-00	NaviLine Planning & Engin	EFT:	5,740.00
10865		PI4727	00	06/26/2019	051-5001-922.60-61	PO NUM 051314	EFT:	5,120.00
241291		PI4801	00	06/26/2019	051-5001-903.60-77	PO NUM 050443	EFT:	335.10
241291		PI4802	00	06/26/2019	051-5001-903.60-77	PO# 050443	EFT:	21.39
240555		PI4804	00	06/26/2019	051-5001-950.80-50	PO NUM 050912	EFT:	1,400.00
						VENDOR TOTAL *	.00	12,616.49
9999999	00	SWEENEY, KIRK						
000005439		UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	17.55	
						VENDOR TOTAL *	17.55	
0004647	00	T SQUARE SUPPLY LLC						

PROGRAM: GM339L

AS OF: 06/26/2019

PAYMENT DATE: 06/26/2019

DEPARTMENT OF UTILITIES

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK	CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004647 24191 24165	00	T SQUARE SUPPLY LLC PI4761 PI4760	00	06/26/2019	051-5001-940.50-35	PO NUM 049304	75.01 21.75	
			00	06/26/2019	057-8205-870.50-48	PO NUM 049304		
						VENDOR TOTAL *	96.76	
9999999 000027291	00	TAYLOR, DEBRA K UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	134.97	
						VENDOR TOTAL *	134.97	
9999999 000076551	00	TEACHOUT, AARON & MARY UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	171.40	
						VENDOR TOTAL *	171.40	
9999999 000017183	00	THOMSEN, BARBARA UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	158.00	
						VENDOR TOTAL *	158.00	
9999999 000076893	00	TOLEN, ANDREA UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	75.19	
						VENDOR TOTAL *	75.19	
0004515 351301	00	TRACTOR SUPPLY CREDIT PLAN PI4762	00	06/26/2019	051-5001-940.50-48	PO NUM 049306	186.16	
						VENDOR TOTAL *	186.16	
9999999 000077025	00	TROUDT, KIMBERLEY UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	90.42	
						VENDOR TOTAL *	90.42	
0001914 301113825	00	UNION PACIFIC RAILROAD	00	06/26/2019	051-0000-152.00-00	6/14/19	EFT:	256,103.52 Freight for coal
						VENDOR TOTAL *	.00	256,103.52
9999999 000075065	00	VENNEMAN, CAITLYN M UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	50.75	
						VENDOR TOTAL *	50.75	
9999999 000074381	00	WALTERS, SHELBY M UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	200.00	
						VENDOR TOTAL *	200.00	
9999999 000075703	00	WALTON, KENNETH & DONNA UT	00	06/26/2019	051-0000-143.00-00	MANUAL CHECK	200.00	
						VENDOR TOTAL *	200.00	
0003689 IN43608	00	WATER ENGINEERING INC PI4612	00	06/26/2019	055-7105-502.60-59	PO NUM 047469	150.00	
						VENDOR TOTAL *	150.00	
0004336	00	WATERLINK INC						

VEND NO INVOICE NO	SEQ# VOUCHER NO	VENDOR NAME P.O. NO	BNK CHECK/DUE DATE	ACCOUNT NO	ITEM DESCRIPTION	CHECK AMOUNT	EFT, EPAY OR HAND-ISSUED AMOUNT
0004336	00	WATERLINK INC					
25320		PI4641	00 06/26/2019	051-5105-502.50-52	PO NUM 051304	1,027.21	
25320		PI4642	00 06/26/2019	051-5105-502.60-79	PO NUM 051304	48.15	
25319		PI4713	00 06/26/2019	051-5105-502.50-52	PO NUM 050155	786.19	
VENDOR TOTAL *						1,861.55	
9999999	00	WELCH, DAKOTA A M					
000074701		UT	00 06/26/2019	051-0000-143.00-00	MANUAL CHECK	27.40	
VENDOR TOTAL *						27.40	
0000482	00	WESCO RECEIVABLES CORP					
274832		PI4606	00 06/26/2019	051-0000-154.00-00	PO NUM 051084	EFT:	288.90
273850		PI4706	00 06/26/2019	051-0000-154.00-00	PO NUM 051084	EFT:	704.86
VENDOR TOTAL *						.00	993.76
0004725	00	WHITE CASTLE ROOFING & CONTRACTING					
28926		PI4781	00 06/26/2019	051-5105-502.60-61	PO NUM 051326	375.00	
VENDOR TOTAL *						375.00	
0004135	00	WINDOW PRO INC					
42618		PI4736	00 06/26/2019	051-5001-932.60-61	PO NUM 049598	EFT:	107.00
VENDOR TOTAL *						.00	107.00
9999999	00	WRIGHT, COLIN E					
000077061		UT	00 06/26/2019	051-0000-143.00-00	MANUAL CHECK	55.23	
VENDOR TOTAL *						55.23	
EFT/EPAY TOTAL ***							702,741.38
TOTAL EXPENDITURES ****						1,148,865.97	702,741.38
GRAND TOTAL *****							1,851,607.35

## STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Jan Rise, Administrative Services Director

DATE: June 25, 2019

SUBJECT: Collection Report Updated June 2019

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Recommendation: Motion to accept the Collection Report updated June 2019 as presented.

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**Background:** Accounts sent to the Credit Bureau the past month totaled \$8,922.25. In comparison to \$7,132.51 during same period in 2018, accounts in collections are somewhat higher in 2019.

Please let me know if you have any questions.

**COLLECTION ACTIVITY REPORT**  
**Updated June 2019**

Activity Month	Accounts Sent to Credit Bureau	Funds Collected	Funds Not Collected	Fees Paid	Net to Utility	Past Year Comparison Net to Utility	Past Year Comparison Accounts Sent to Credit Bureau
Jun-18	\$7,132.51	\$ 2,742.20	\$ 4,390.31	\$ 1,404.14	\$ 1,338.06	\$ 1,632.48	\$ 6,336.76
Jul-18	\$ 6,827.03	\$ 2,821.37	\$ 4,005.66	\$ 1,017.55	\$ 1,803.82	\$ 2,528.75	\$ 3,512.32
Aug-18	\$ 3,670.56	\$ 2,931.67	\$ 738.89	\$ 1,100.09	\$ 1,831.58	\$ 2,899.84	\$ 5,493.90
Sep-18	\$ 9,218.49	\$ 2,814.41	\$ 6,404.08	\$ 1,810.50	\$ 1,003.91	\$ 1,361.88	\$ 6,079.16
Oct-18	\$ 5,804.00	\$ 2,633.34	\$ 3,170.66	\$ 852.23	\$ 1,781.11	\$ 1,705.45	\$ 9,257.22
Nov-18	\$ 7,447.50	\$ 2,879.79	\$ 4,567.71	\$ 1,091.52	\$ 1,788.27	\$ 833.59	\$ 13,699.54
Dec-18	\$ 5,562.69	\$ 4,026.90	\$ 1,535.79	\$ 1,391.66	\$ 2,635.24	\$ 4,335.32	\$ 8,302.66
Jan-19	\$ 4,169.01	\$ 1,285.79	\$ 2,883.22	\$ 547.63	\$ 738.16	\$ 1,087.14	\$ 4,793.68
Feb-19	\$ 2,931.05	\$ 1,512.11	\$ 1,418.94	\$ 443.77	\$ 1,068.34	\$ 1,545.17	\$ 4,750.51
Mar-19	\$ 15,920.61	\$ 3,587.83	\$ 12,332.78	\$ 1,328.41	\$ 2,259.42	\$ 3,072.63	\$ 3,394.80
Apr-19	\$ 6,510.07	\$ 3,891.81	\$ 2,618.26	\$ 1,882.38	\$ 2,009.43	\$ 1,777.99	\$ 8,540.45
May-19	\$ 8,789.33	\$ 4,043.66	\$ 4,745.67	\$ 1,182.79	\$ 2,860.87	\$ 2,791.05	\$ 7,065.96
Jun-19	\$ 8,922.25	\$ 2,177.97	\$ 6,744.28	\$ 674.22	\$ 1,503.75	\$ 1,338.06	\$ 7,132.51
<b>Total</b>	<b>\$ 85,772.59</b>	<b>\$ 34,606.65</b>	<b>\$ 51,165.94</b>	<b>\$ 13,322.75</b>	<b>\$ 21,283.90</b>	<b>\$ 25,276.87</b>	<b>\$ 82,022.71</b>
	12 Month Averages	12 Month Percentages				12 Month Averages	
	\$ 7,147.72	40.35%	59.65%	38.50%	61.50%	\$ 2,106.41	\$ 6,835.23

Notations:

Precollect fee is \$3.75 per account sent to Credit Bureau.

Full collect fee ranges from 33% to 50% of collected amount.

## STAFF REPORT

TO: Utility and Infrastructure Board  
FROM: Lottie Mitchell, Grant Coordinator  
DATE: June 25, 2019  
SUBJECT: Electric Vehicle Incentive Program and ChargePoint Data Sharing Agreement.

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**Recommendation:** Recommend City Council approve resolution 2019-109.

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**Background:** The City of Fremont has been awarded \$42,500 from the Nebraska Environmental Trust for an electric vehicle incentive program. The purpose of the incentive program is to populate a pilot program to study and understand the effect electric vehicle charging has on our electric system and to encourage off peak charging.

Participants may apply for an incentive of \$4,500. To qualify for the incentive, participants must:

- Be a Fremont Department of Utilities customer
  - Electric vehicle and charging station must be licensed and registered at utility service address
- Purchase an all-electric vehicle (hybrids not allowed) within the incentive timeframe
- Purchase and activate a ChargePoint home charging station within the time allowed
- Submit required documents

Required documents include:

- Reservation application
- Auto dealer invoice
- Dodge County vehicle registration
- Data release form
- W9
- Proof of purchase and registration of ChargePoint EV home charger
- Payment application

If approved, the City of Fremont Electric Vehicle Incentive Program would run from July 1, 2019 through June 1, 2020, or until grant funds have been depleted, whichever is soonest. Data will be collected by ChargePoint and shared with the Fremont Department of Utilities for a period of three (3) years.

It is recommended participants complete a reservation application prior to purchasing an electric vehicle for the incentive to confirm there are still incentive dollars available. Participants would then have seven (7) days from the date of the reservation application to purchase the electric vehicle and provide proof of the purchase. Participants also then have 90 days from the date of the reservation application to purchase and activate their ChargePoint home charging station. Activation of the home charging station will be verified by ChargePoint and reported to us.

The incentive will be issued to participants once the required forms and actions have been completed by the participant.

**Fiscal Impact:** \$42,500 provided by Nebraska Environmental Trust grant and \$2,500 provided by City utility funds. Total project budget = \$45,000.

## DATA SHARING AGREEMENT

This Data Sharing Agreement dated as of \_\_\_\_\_ (the “Effective Date”), by and between ChargePoint, Inc., a Delaware Corporation, with offices located at 254 East Hacienda Ave., Campbell, California 95008 (“ChargePoint”), and the City of Fremont, a Nebraska municipal, with offices located at 400 East Military Avenue, Fremont, NE 68025 (“Data Recipient”). ChargePoint and Data Recipient may be hereinafter referred to collectively as the “Parties” and individually as a “Party”.

WHEREAS, ChargePoint operates and maintains an open-platform network of electric vehicle charging stations and vehicle charging applications the network delivers (the “ChargePoint Network”);

WHEREAS, during the operation of the ChargePoint Network, ChargePoint obtains various data from the usage of the electric vehicle charging stations (the “Data”);

WHEREAS, Data Recipient has an electric utility department that provides incentives to encourage purchase and installation of electric vehicle charging stations (the “Program”);

WHEREAS, Data Recipient desires to obtain Data from ChargePoint for various educational, Program management, and/or research purposes;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ChargePoint and Data Recipient hereby agree as follows:

### **1. Description of Available Data; Incorporation of Privacy Policy.**

1.1 This Agreement describes the terms and conditions (the “Terms of Service”) under which Data Recipient is entitled to use Data ChargePoint may make available from time to time for Data Recipient’s use in connection with Data Recipient’s Electric Vehicle Incentive Program.

1.2 The specific types of Data available to Data Recipient under this Agreement are described in Schedule “A”.

1.3 The use of the Data is subject to ChargePoint’s Privacy Policy (the “Privacy Policy”), as amended from time to time, which may be found at: <http://www.chargepoint.com/privacy/>. Data Recipient shall not use the Data in any manner that would cause ChargePoint to be in violation of the Privacy Policy.

1.4 Subject to the prohibitions in this Agreement, during the term of this Agreement, Data Recipient may use the Data for the specific purposes (the “Purpose”) described in Schedule “B” and for no other purpose.

1.5 For purposes of this Agreement, a “Customer” is a Customer in Data Recipient’s electric service territory who agrees to participate in the Program and provides ChargePoint with authorization to share their Data and/or authorize load management to the Data Recipient. Such authorization will be performed by a residential customer signing and Data Recipient providing copy of the signed Homeowner Data Release and Load Management Authorization (the “Release”) set forth in Schedule “C” . An electronic copy of the Customer Authorization record may serve as substitute when used in a ChargePoint “connections” process that links the Customer to the Program electronically.

## **2. Term and Termination.**

2.1 Term. The term of this Agreement shall begin on the Effective Date and shall continue for a period of three years, unless earlier terminated pursuant to the terms hereof.

2.2 Termination. ChargePoint and Data Recipient may each terminate this Agreement at any time for convenience by providing thirty (30) days prior written notice thereof to the other Party. ChargePoint may, at any time, terminate this Agreement or cease providing all or any part of the Data without any notice if Data Recipient has breached any provision of these Terms of Service.

**3. Representations and Warranties.** Data Recipient represents and warrants that, except as otherwise expressly permitted by this Agreement, it will not disclose, release, sell, rent, lease, loan, or otherwise grant access to the Data covered by this Agreement to any person. Data Recipient agrees that, Data Recipient will not provide access to the Data covered by this Agreement to its Employees unless the Employees have a need to know the Data for the Purpose. “Employees” shall mean individuals employed by the Data Recipient. Data Recipient shall establish appropriate administrative, technical, and physical safeguards to prevent unauthorized use or access to the Data and shall be liable for any unauthorized access thereto. Other than the Customers entered into the Program and who complete Schedule C of this Agreement, Data Recipient shall not use the Data by itself, or in combination with any other sources to identify, imply, or otherwise infer, in any way whatsoever, the address or identity of a driver or any person or entity owning, hosting or otherwise using an electric vehicle charging station. Data Recipient represents and warrants that, except as specifically agreed to in writing by ChargePoint, it will not aggregate the Data for purposes of reselling to any third party.

**4. ChargePoint’s Proprietary Rights.** Data Recipient acknowledges and agrees that ChargePoint (or ChargePoint’s licensors and their suppliers, as applicable) owns all legal right, title and

interest in and to the Data, including, without limitation, any intellectual property rights that subsist in the Data (whether those rights happen to be registered or not, and wherever in the world those rights may exist). Data Recipient acknowledges that it is obtaining a limited license to use the Data as provided in Section 6.

## **5. Invoicing and Payment Terms.**

5.1 Invoicing. Unless otherwise agreed in writing by the Parties, ChargePoint shall issue an invoice to Data Recipient on or after the date it delivers or provides access to the Data; provided that, ChargePoint may condition its acceptance of a purchase order on such credit and/or prepayment terms as ChargePoint, in its reasonable discretion, determines appropriate due to, among other things, Data Recipient's payment history and/or the size of the order.

5.2 Port Access Fee. Notwithstanding the foregoing, unless agreed to and authorized in writing by the Parties, ChargePoint shall not charge more than [\$36] per port per year for the Data Recipient to access and receive stipulated Data and/or load management capabilities during the term of this Agreement. Furthermore, ChargePoint will waive the associated fees through December 31, 2022. After such time, ChargePoint reserves the right to propose new pricing terms, provided they not exceed [\$36] per port per year.

5.3 Payment Terms. All invoices shall be paid within thirty (30) days of Data Recipient's receipt thereof. Invoices not paid when due are subject to interest at the rate of one and one-half percent (1.5%) per month or, if less, the highest rate allowed under applicable law. All non-credit shipments, or shipments in excess of Data Recipient's available credit line, if any, shall be prepaid prior to shipment.

5.4 No Right of Set-Off. Invoiced amounts are not subject to reduction by set-off or otherwise without the express written permission of ChargePoint.

5.5 Taxes. All amounts due to ChargePoint under these Terms and/or any applicable purchase order are net of any duties, any sales, use, excise, value-added, withholding, or similar tax of any kind and any and all other fees and charges of any nature (collectively, "Taxes") imposed by the United States or any foreign, state or local governmental entity or instrumentality thereof on the licensing of the Data by the Data Recipient, other than taxes measured by ChargePoint's income, corporate franchise, or personal property ownership. Where applicable, ChargePoint shall bill Data Recipient for the full amount of such taxes and shall include such amount as a separate line item on the invoice(s) sent to the Data Recipient; provided that, ChargePoint's failure to so bill the Data Recipient shall not relieve Data Recipient from the obligation to pay any Tax.

5.6 Payment in Dollars. All amount payable under these Terms shall be paid in United States dollars. Data Recipient shall remit payment to ChargePoint, at Data Recipient's option (i) via wire or ACH transfer to an account designated by ChargePoint in writing from time to time or (ii) by check, made out to ChargePoint, Inc.

## **6. License from ChargePoint to Data Recipient.**

6.1 ChargePoint retains and reserves all right, title and interest in the Data. No rights are granted to Data Recipient in the CPI Property hereunder except as expressly set forth in this Agreement. Subject to the terms of this Data Sharing Agreement, ChargePoint hereby grants to Data Recipient a personal, worldwide, royalty-free, non-assignable, non-transferable, non-sublicenseable and non-exclusive license to use the Data, for the Purpose, as provided by ChargePoint in the manner permitted by these Terms of Service. In accepting the Data license, Data Recipient specifically agrees that it (i) will not change any of the Data provided to it in any manner that would make the information contained in such Data inaccurate; (ii) will in no way alter, amend or otherwise modify any of the Data, or present any portion of the Data, in any manner that would convey false, inaccurate or otherwise misleading information; (iii) except as otherwise specifically permitted in Schedule "B," will not publicly display or transfer any of the Data; or (iv) will not suggest that the charging station locations provided as part of the Data are anything other than ChargePoint® Network charging stations.

6.2 Except as expressly permitted under these Terms of Service, or unless Data Recipient has received prior written authorization from ChargePoint, the licenses provided to Data Recipient under these Terms of Service are subject to Data Recipient's adherence to all of the restrictions contained in these Terms of Service. Except as explicitly permitted in Schedule "B", Data Recipient shall not (nor shall it permit anyone else to) (i) license or transfer the Data to a third-party or (ii) copy, translate, modify or publicly display the Data, or any part thereof. Information derived from the Data may be used in publications subject to the review of ChargePoint; however, in no event may the Data be used, published or transferred in its raw format. ChargePoint must be credited as the source of the Data in all publications that incorporate the Data or a derivative work or the Data.

**7. License Requirements.** ChargePoint's licenses above are subject to Data Recipient's adherence to the following requirements:

7.1 The Data provided to Data Recipient may contain the trade names, trademarks, service marks, logos, domain names, and other distinctive brand features of ChargePoint, its partners, or other third party rights holders of content indexed by ChargePoint. Data Recipient may not delete or in any manner alter these trade names, trademarks, service marks, logos, domain names, and other distinctive brand features without ChargePoint's prior written consent, in its sole discretion.

7.2 Data Recipient shall not use the Data by itself, or in combination with any other sources to identify, imply, or otherwise infer, in any way whatsoever, the address or identity of a driver or site host. Data Recipient will not defame, abuse, harass, stalk, threaten or otherwise violate the legal rights (such as rights of privacy and publicity) of others. Data Recipient will not

indicate or suggest that the charging station locations provided as part of the Data are anything other than ChargePoint® Network charging stations.

**8. Notification of Data Correction.** In the event that Data Recipient learns that any Data provided to it by ChargePoint is incorrect, Data Recipient shall promptly inform ChargePoint of such fact and, if Data Recipient has corrected such Data, provide ChargePoint with the corrected version.

**9. Exclusion of Warranties.** ALL DATA PROVIDED BY CHARGEPOINT UNDER THIS DATA SHARING AGREEMENT IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. DATA RECIPIENT’S USE OF THE DATA IS AT ITS SOLE RISK. IN PARTICULAR, BUT WITHOUT LIMITING CHARGEPOINT’S EXCLUSION OF WARRANTIES HEREUNDER, CHARGEPOINT DOES NOT REPRESENT OR WARRANT THAT:

- (a) DATA RECIPIENT’S USE OF THE DATA WILL MEET DATA RECIPIENT’S REQUIREMENTS;
- (b) THE DATA IS FREE FROM ERROR; OR
- (c) ANY INFORMATION OBTAINED BY DATA RECIPIENT AS A RESULT OF ITS USE OF THE DATA WILL BE ACCURATE OR RELIABLE.

**10. LIMITATION OF LIABILITY.**

10.1 DATA RECIPIENT EXPRESSLY UNDERSTANDS AND AGREES THAT CHARGEPOINT, ITS SUBSIDIARIES AND AFFILIATES, AND CHARGEPOINT’S LICENSORS AND THEIR SUPPLIERS, WILL NOT BE LIABLE TO DATA RECIPIENT FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES THAT MAY BE INCURRED BY DATA RECIPIENT, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY (INCLUDING, BUT NOT BE LIMITED TO, ANY LOSS OF PROFIT, (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL OR BUSINESS REPUTATION, ANY LOSS OF DATA, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS). HOWEVER, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DATA SHARING AGREEMENT, NOTHING IN THIS DATA SHARING AGREEMENT WILL EXCLUDE OR LIMIT CHARGEPOINT’S LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR CERTAIN TYPES OF LOSS OR DAMAGES. ACCORDINGLY, ONLY THE LIMITATIONS THAT ARE LAWFUL IN DATA RECIPIENT’S JURISDICTION WILL APPLY TO IT; PROVIDED THAT CHARGEPOINT’S LIABILITY WILL IN ALL EVENTS BE LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW.

10.2 THE LIMITATIONS ON CHARGEPOINT'S LIABILITY TO DATA RECIPIENT IN THIS SECTION 10 WILL APPLY WHETHER OR NOT CHARGEPOINT, ITS SUBSIDIARIES, AFFILIATES, LICENSORS OR THEIR SUPPLIERS HAVE BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

**11. Indemnity.** Data Recipient hereby agrees to indemnify, defend and hold ChargePoint, its officers, directors, agents, affiliates, distribution partners, licensors and suppliers harmless from and against any and all claims, actions, proceedings, costs, liabilities, losses and expenses (including, but not limited to, reasonable attorneys' fees) (collectively, "Claims") suffered or incurred by such indemnified parties resulting from or arising out of Data Recipient's actual or alleged use of the Data. Data Recipient will cooperate as fully as reasonably required in the defense of any claim. At Data Recipient's request, and subject to ChargePoint's consent, Data Recipient may assume control of the defense of any claim for which ChargePoint seeks indemnification; provided that, Data Recipient shall not settle any claim without the prior written consent of ChargePoint.

**12. Injunctive Relief.** Data Recipient acknowledges that damages for breach of this Agreement may be irreparable; therefore, ChargePoint is entitled to seek equitable relief, including but not limited to preliminary injunction and injunction, without need of posting bond, in addition to all other remedies.

### **13. Entire Agreement; Amendments.**

13.1 This Data Sharing Agreement, together with all other documents incorporated by reference, if any, shall constitute the entire agreement between ChargePoint and Data Recipient with respect to the subject matter herein. The execution of these Terms of Service has not been induced by, nor does ChargePoint or Data Recipient rely upon or regard as material, any representations or writing whatsoever not incorporated herein and made a part hereof.

13.2. These Terms of Service shall not be amended, altered or qualified in any manner whatsoever except in a writing signed by both ChargePoint and Data Recipient, and any amendment, alteration or qualification hereof shall be null and void and shall not be binding upon any party who has not given its consent as aforesaid.

### **14. General Legal Terms.**

14.1 Data Recipient agrees that if ChargePoint does not exercise or enforce any legal right or remedy contained in the Terms (or that ChargePoint has the benefit of under any applicable

law), this will not be taken to be a formal waiver of ChargePoint's rights and that those rights or remedies will still be available to ChargePoint. Any waiver of any provision of these Terms will be effective only if ChargePoint expressly states in a signed writing that it is waiving a specified Term.

14.2 If any court of law that has jurisdiction rules that any provision of these Terms is invalid, then that provision will be removed from the Terms without affecting the rest of the Terms. The remaining provisions of the Terms will continue to be valid and enforceable.

14.3 The Terms may be assigned by ChargePoint and will inure to the benefit of ChargePoint, its successors and assigns.

14.4 The Terms, and your relationship with ChargePoint under the Terms, will be governed by the laws of the State of California, USA, without regard to its conflict of laws provisions. Data Recipient and ChargePoint agree to submit to the exclusive jurisdiction of the courts located in the County of Santa Clara, California, USA, to resolve any legal matter arising from the Terms. Notwithstanding this, you agree that ChargePoint will be allowed to apply for injunctive remedies (or an equivalent type of urgent legal relief) in any jurisdiction.

14.5 The Terms constitute the whole legal agreement between you and ChargePoint and govern your use of the Data, and completely replace and supersede any prior agreements between you and ChargePoint, written or oral, in relation to the Data.

**Data Recipient:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

**ChargePoint, Inc:**

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Address: 254 E. Hacienda Ave, Campbell, CA  
95008

## Schedule "A"

### **Data available under this agreement:**

The following data shall be made available to Data Recipient once the Homeowner has signed the Data Recipient's *Program Participation Agreement* and ChargePoint has received copy of said Agreement inclusive of the Homeowner Data Release and Load Management Authorization outlined in Schedule C herein:

#### **(A) Personal Information Provided by Driver:**

Driver Name

Address of ChargePoint Home Station

Any other identifying information provided by EV Driver in the process of granting permission (like a utility account number)

#### **(B) Data associated with being granted rights to Summary and/or Detailed Usage Reporting, including but not limited to:**

Date and time of plug-in activity

Date and time of active charging

15-minute interval data of electricity usage and average power draw

#### **(C) Connectivity of Station:**

Status regarding connection of Station to ChargePoint Network

## Schedule "B"

Pursuant to Section 7.2, Data Recipient shall not provide any Data Information obtained pursuant to this the Data Sharing Agreement for any use other than that set forth in this Schedule B:

- Research on the charging patterns of electric vehicles in the program including in the context of both "unmanaged" charging and under a "managed" charging program
- Administrating and operating a customer "smart charging program" and to calculate incentives associated with charging vehicles by time of use under such a program
- Evaluating, analyzing, or improving any of Data Recipient's Program or meeting specific Program requirements including third party oversight and analysis associated with grants or other Program funding
- Preparing and presenting general, aggregated and anonymized results and information about any of Data Recipient's Programs to third parties, provided such product is reviewed with ChargePoint to ensure compliance.

## Schedule "C"

### HOMEOWNER DATA RELEASE AND LOAD MANAGEMENT AUTHORIZATION

*[To be included in Data Recipient's program participation agreement and communications as a requirement for participants to agree to ChargePoint terms for data and load management.]*

I have enrolled in the City of Fremont ("Offeror") Electric Vehicle Incentive Program (the "Program") pursuant to which electric vehicle charging and usage data will be accumulated and analyzed under energy management tasks. I understand that, as a condition to my participation in the Program, I am required to authorize ChargePoint, Inc., to release usage information (the "Usage Information") generated by my ChargePoint Home residential charging station and to assist Offeror with certain energy management tasks that I have authorized Offeror to perform in connection with the Program. I understand that the release of such information may include a release to the City of Fremont of certain personally identifiable information about me, including, but not limited to: Driver Name, Address of ChargePoint Home Station, any other identifying information provided by EV Driver in the process of granting permission like a utility account number (the "PII"). I also understand and agree that ChargePoint is not responsible for, nor has any authority with respect to, Offeror's privacy practices or how Offeror may use any information about me. In consideration for being allowed to participate in the Program, I hereby authorize ChargePoint to release the Usage Information and the PII and to assist Offeror with performing the energy management tasks, and hereby forever release and disclaim, on behalf of myself, my heirs and assigns, ChargePoint from any and all claims I may have against it, its employees, officers and directors, arising out of or in connection with such release.

I understand and agree that the Program is being offered solely by the Offeror and not by ChargePoint. I hereby agree that ChargePoint shall have no liability whatsoever from Offeror's failure to deliver any of the benefits offered by Offeror in connection with the Program, and hereby forever release and disclaim, on behalf of myself, my heirs and assigns, ChargePoint from any and all claims I may have against it, its employees, officers and directors arising out of or in connection with Offeror's failure to deliver such benefits.

## STAFF REPORT

TO: Utility & Infrastructure Board

FROM: Kirk Hillrichs, Gas Department Superintendent

DATE: June 25, 2019

SUBJECT: Change Order #3 to NPL Construction Co. for Gas Extensions to Gallery 23 East

Recommendation: Recommend to City Council to approve Change Order to NPL Construction Co. contract in amount of \$31,983.89
---

Background: NPL Construction Co. was awarded the contract for construction of the Gas Extension for Gallery 23 East on February 27<sup>th</sup>, 2018. This change order is for extra work that has to be performed. Work consists of boring under new streets and added fittings and installation of the fittings. Routes had to be changed because of other utilities that were installed.

Staff recommends approval of this amendment

Fiscal Impact: With Change Order # 3, the amended total contract amount will be \$336,984.44

Date of Issuance: 6-10-19  
Owner: Fremont Department of Utilities  
Contractor: NPL CONSTRUCTION  
Engineer: Utility Safety & Design, Inc.  
Project: 2018 Gallery 23 Gas Main Extension

Effective Date:  
Owner's Contract No.: N/A  
Contractor's Project No.:  
Engineer's Project No.: N/A  
Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: IS ATTACHED

Attachments: [List documents supporting change]

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES [note changes in Milestones if applicable]
Original Contract Price: <u>\$ 248,806.57</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] from previously approved Change Orders No. <u>1</u> to No. <u>2</u> : <u>\$ 56,193.98</u>	[Increase] [Decrease] from previously approved Change Orders No. ____ to No. ____: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price prior to this Change Order: <u>\$ 305,000.55</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
[Increase] [Decrease] of this Change Order: <u>\$ 31,983.89</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: <u>\$336,984.44</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

RECOMMENDED:  
By: [Signature]  
Engineer (if required)  
Title: Vice President  
Date: 6/10/2019

ACCEPTED:  
By: \_\_\_\_\_  
Owner (Authorized Signature)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ACCEPTED:  
By: [Signature]  
Contractor (Authorized Signature)  
Title: SUPERINTENDENT  
Date: 06/10/19

Approved by Funding Agency (if applicable)

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Title: \_\_\_\_\_

## STAFF REPORT

TO: Utilities and Infrastructure Board

FROM: Dave Goedeken, Director of Public Works/City Engineer

DATE: June 25, 2019

SUBJECT: June 11, 2019 Traffic Committee Report

Recommendation: Recommend Approval of June 11, 2019 Traffic Committee Report and Recommendations.

**Background:** City Staff periodically meets to consider traffic related issues in the City of Fremont. The committee met on June 11<sup>th</sup> to consider three items. (See Attached Committee Report)

- 1) 16<sup>th</sup> Street and Main Street – Remove Flashing Red Light:
- 2) Handicap Parking Stall in City Owned Parking Lot, adjacent to 84 West 6<sup>th</sup>.
- 3) Establish a date each month for the Traffic Committee to meet on a regular schedule.

Committee Recommendations:

The committee recommends shutting off the power to the flashing lights, and monitor the condition for 30 days. If at the end of the 30 days there no incidents, the lights and equipment would be permanently removed. Mark the Handicap stall be as requested. Hold meetings monthly, and to set the date of the meetings to occur on the Tuesday prior to the last City Council Meeting of each month.

**Fiscal Impact:** The City will have the expense of the marking and signage, as well as the cost to remove the flashing lights.



## TRAFFIC COMMITTEE MEETING REPORT

### ITEMS FOR DISCUSSION

JUNE 11, 2019

**ATTENDEES: DAVE GOEDEKEN, MARK VYHLIDAL, JEFF ELLIOT, VERONICA TRUJILLO**

1) 16<sup>th</sup> Street and Main Street – Remove Flashing Red Light

The Committee has received a request from the Department of Utilities to consider removal of the flashing red lights at the intersection of 16<sup>th</sup> and Main. The intersection is signed as a four way stop controlled intersection as well as the flashing red lights. The stop signs would remain if the lights were removed.

The committee contacted the Fire Chief regarding the proposed removal, and there was no objection.

**The committee recommends shutting off the power to the flashing lights, and monitor the condition for 30 days. If at the end of the 30 days there no incidents, the lights and equipment would be permanently removed.**

2) Handicap Parking Stall in City Owned Parking Lot, adjacent to 84 West 6<sup>th</sup>.

A request was received to mark a Handicap Parking Stall in the City owned parking lot adjacent to 84 West 6<sup>th</sup> Street.

The committee reviewed the request for the handicap stall and determined a stall could be marked in the far Southwest corner of this parking lot. The action would require the marking of two existing open parking stalls into one handicap only stall.

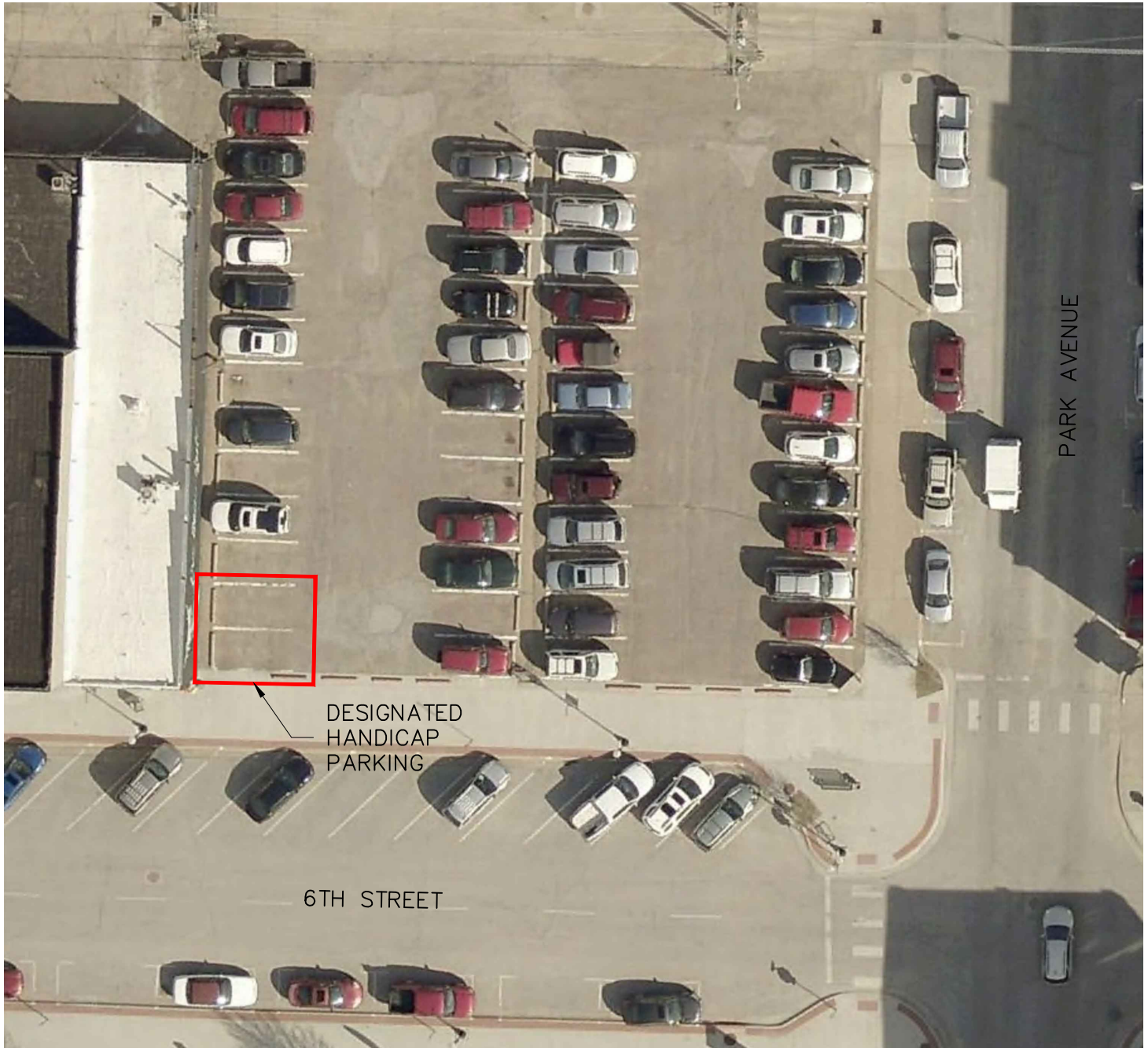
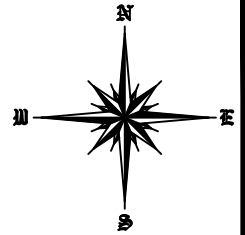
**The committee recommends the Handicap stall be marked as requested.**

3) Committee acted to establish a date each month for the Traffic Committee to meet.

To better serve the needs of the community the Committee considered holding monthly meetings to consider requests as they are received.

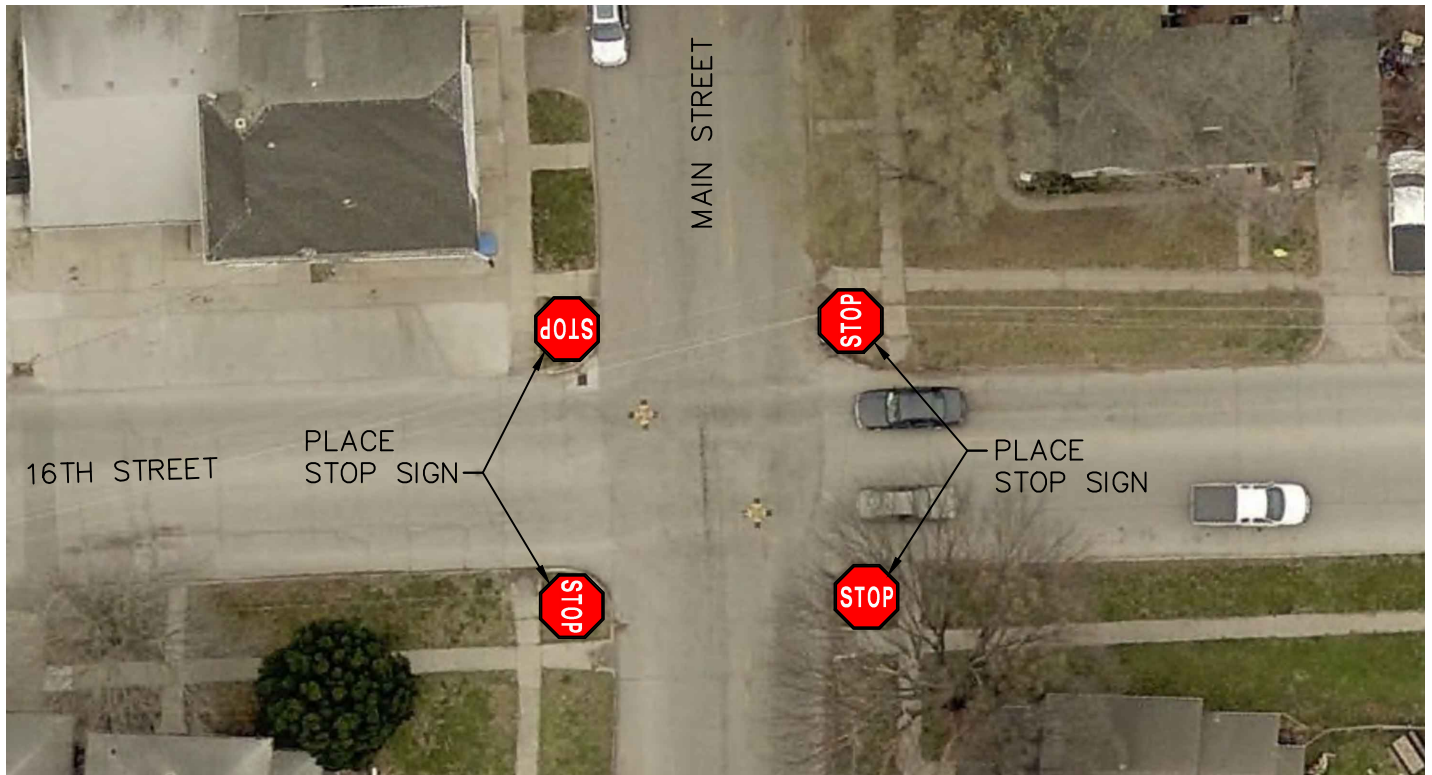
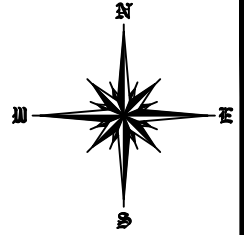
**The Committee voted to hold meetings monthly, and to set the date of the meetings to occur on the Tuesday prior to the last City Council Meeting of each month.**

# 6TH & PARK AVENUE PARKING LOT



PUBLIC WORKS  
ENGINEERING DEPARTMENT

# 16TH & MAIN STREET INTERSECTION



PUBLIC WORKS  
ENGINEERING DEPARTMENT

## STAFF REPORT

TO: Utility and Infrastructure Board

FROM: Troy Schaben, Assistant City Administrator – Utilities

DATE: June 25, 2019

SUBJECT: Natural Gas Supply Agreement with Minnesota (MMGA)

Recommendation: Enter natural gas supply agreement with MMGA
--

**Background:** The Board of Public Works approved a natural gas supply contract with Central Plains Energy Project (CPEP) on April 27, 2012, to be a part of Project #3 (CPEP3). The City Council approved a contract with Public Energy Authority of Kentucky (PEAK) to be a part of a prepaid natural gas consortium on April 24, 2018. In addition, the City Council approved a second prepaid natural gas supply agreement with CPEP (CPEP 4) on September 25, 2018. All three contracts purchase fixed monthly quantities of natural gas at a discounted rate (approximately \$0.20 - \$0.50 / MMBtu).

This natural gas supply offer is being made by British Petroleum (BP) as part of the Minnesota Municipal Gas Agency (MMGA). MMGA is inviting select municipal utilities a contract for a fixed supply of monthly gas supply at a minimum discount of \$0.30/MMBtu for the first 5-6 years (first reset period) and a minimum of \$0.20/MMBtu for successive reset periods. Participation in MMGA would mean approximately 50% of Fremont's average daily usage is contracted through a long-term fixed monthly supply agreement.

**Fiscal Impact:** At the minimum discount of \$0.30/MMBtu for the first 5-6 years, Fremont will save approximately \$60,000 per year in natural gas costs during the first reset period and \$50,000 per year in successive reset periods, which will be passed on to the customers as a lower purchase gas adjustment (PGA) rate.

**NATURAL GAS SUPPLY AGREEMENT**

**BY AND BETWEEN**

**MINNESOTA MUNICIPAL GAS AGENCY**

**AND**

**CITY OF FREMONT, NEBRASKA**

**DATED AS OF [\_\_\_\_\_], 2019**

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**NATURAL GAS SUPPLY AGREEMENT**

**PREAMBLE**

This Natural Gas Supply Agreement, dated as of June \_\_, 2019 (this “Agreement”), is made and entered into by and between the City of Fremont, Nebraska, , a municipal corporation organized and existing under the laws of the State of Nebraska (“Gas Purchaser”), and the Minnesota Municipal Gas Agency of Minnesota (“MMGA”). Gas Purchaser and MMGA are sometimes hereinafter referred to in this Agreement collectively as the “Parties” or individually as a “Party”.

**RECITALS**

WHEREAS, MMGA is joint action gas supply agency of the State of Minnesota created and existing under the authority of \_\_\_\_\_ as amended (the “Act”); and

WHEREAS, Gas Purchaser is a municipal corporation organized and existing under the laws of the State of Nebraska; and

WHEREAS, MMGA has planned and developed a project to acquire long-term Gas supplies from Royal Bank of Canada (the “Gas Supplier”), pursuant to a Prepaid Natural Gas Purchase and Sale Agreement, dated [\_\_\_\_], 2019 (the “Prepaid Gas Agreement”), to meet a portion of the Gas supply requirements of the Gas Purchaser and other public gas distribution systems and joint action agencies that elect to participate (together, the “Project Participants”) through a gas prepayment project (the “Prepaid Project”); and

WHEREAS, Gas Purchaser has elected to enter into this Agreement, and the other Project Participants have elected to enter into agreements containing substantially the same terms as this Agreement, with MMGA for the purchase of Gas supplies from the Prepaid Project; and

WHEREAS, Gas Purchaser provides natural gas supply and distribution service to commercial, residential, governmental, and industrial customers in its areas of service; and

WHEREAS, subject to the terms and conditions set forth in this Agreement, Gas Purchaser desires to purchase a portion of its Gas supply requirements from MMGA under this Agreement and MMGA desires to sell to Gas Purchaser such supplies of Gas; and

WHEREAS, as a condition precedent to the effectiveness of the Parties' obligations under this Agreement, MMGA shall have entered into the Prepaid Gas Agreement and shall have issued the Series 2019 Bonds (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and mutual covenants set forth in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MMGA and Gas Purchaser agree as follows.

## **ARTICLE I**

### **DEFINITIONS AND CONSTRUCTION**

1.1 Construction of the Agreement. The Preamble and the Recitals set forth above are incorporated into this Agreement for all purposes. References to Articles, Sections, and Exhibits throughout this Agreement are references to the corresponding Articles, Sections, and Exhibits of this Agreement unless otherwise specified. All Exhibits are incorporated into this Agreement for all purposes. References to the singular are intended to include the plural and vice versa. The word "including" and related forms thereof is intended to be interpreted inclusively, whether or not the phrase "but not limited to" follows such word or words.

1.2 Definitions. Unless another definition is expressly stated in this Agreement, the following terms and abbreviations, when used in this Agreement, are intended to and shall have the following meanings:

- (a) “Act” is defined in the Recitals.
- (b) “Agreement” is defined in the Preamble.
- (c) “Alternate Delivery Point” has the meaning specified in Section 3.1.
- (d) “Annual Delivery Period” means each one-year period during the Delivery Period, beginning with the Month of [\_\_\_\_\_] and ending with the Month of [\_\_\_\_\_] , with the first such period commencing with the Month of [\_\_\_\_\_] , 2019.
- (e) “Annual Reconciliation Date” means the 15th day of the Month following the end of each Annual Delivery Period.
- (f) “Annualized Daily Quantity” or “ADQ” means for any Annual Delivery Period, the sum of the Daily Contract Quantities divided by the number of days in such Annual Delivery Period.
- (g) “Available Discount” means, for each Delivery Month of a Reset Period, the amount, expressed in cents per MMBtu (rounded down to the nearest one-half cent), determined by the Calculation Agent pursuant to the Re-Pricing Agreement.
- (h) “Board of Directors” means the Board of Directors of MMGA.
- (i) “Bond Counsel” has the meaning set forth in the Indenture.
- (j) “Bond Resolution” means the Resolution adopted by the Board of Directors on [\_\_\_\_\_] , 2019 authorizing MMGA’s issuance of the Bonds.
- (k) “Bonds” means the Series 2019 Bonds, including one or more sub-series, and any Refunding Bonds issued by MMGA under the Indenture.
- (l) “Btu” means one British thermal unit, the amount of heat required to raise the temperature of one pound of water one degree Fahrenheit at 60 degrees Fahrenheit, and is the International Btu. The reporting basis for Btu is 14.73 pounds per square inch absolute and 60

degrees Fahrenheit; provided, however, that the definition of Btu as determined by the operator of the relevant Delivery Point shall be deemed conclusive in accordance with Article VI of the Prepaid Gas Agreement; and provided further that in the event of an inconsistency between this definition of “Btu” and the definition of “Btu” in the Prepaid Gas Agreement, the definition in the Prepaid Gas Agreement shall apply.

(m) “Business Day” means (i) with respect to payments and general notices required to be given under this Agreement, any day other than (a) a Saturday or Sunday, (b) a Federal Reserve Bank holiday, (c) any day on which commercial banks located in either New York, New York, or the State of Minnesota are required or authorized by law or other governmental action to close, or (d) any other day excluded pursuant to the Indenture, and (ii) with respect to Gas deliveries and notices with respect thereto, any day.

(n) “Central Prevailing Time” or “CPT” means Central Daylight Savings Time when such time is applicable and otherwise means Central Standard Time.

(o) “Cf” means one cubic foot of Gas, defined as the amount of Gas required to fill a cubic foot of space when the Gas is at an absolute pressure of 14.73 pounds per square inch and a temperature of 60 degrees Fahrenheit.

(p) “Code” means the Internal Revenue Code of 1986, as amended.

(q) “Commercially Reasonable” or “Commercially Reasonable Efforts” means, with respect to any decision, purchase, sale or other action required to be made, attempted or taken by a Party under this Agreement, such decision or efforts as a reasonably prudent Person would make or undertake, as the case may be, for the protection of its own interest under the conditions affecting such decision, purchase, sale or other action. For the avoidance of doubt, the reasonableness of any action taken by a Party under this Agreement shall be determined at the

time of such action, taking into full account the facts, circumstances and competitive environment surrounding such action.

(r) “Commodity Swap” has the meaning set forth in the Indenture.

(s) “Commodity Swap Counterparty” has the meaning set forth in the Indenture.

(t) “Contract Price” means the price per MMBtu to be paid by Gas Purchaser for Gas delivered to it in accordance with this Agreement, as set forth in Section 4.1.

(u) “Daily Contract Quantity” or “DCQ” means, for each Month, the quantity of Gas in MMBtu that shall be delivered by MMGA to Gas Purchaser and received by Gas Purchaser from MMGA each Gas Day during such Month. The Daily Contract Quantity for each Month of each year during the Term is set forth in Exhibit B. The term “Daily Contract Quantities” is used when referring to the Daily Contract Quantity of more than one Project Participant. The Daily Contract Quantities of all of the Project Participants for each Month of the Term are set forth in Exhibit C.

(v) “Delivery Month” means each Month in which delivery and receipt of the DCQ are to be made under this Agreement. When used in connection with (i) the Initial Reset Period, the term “Delivery Month” shall mean the first Month of the Initial Reset Period and each Month thereafter to and including the Month prior to the last Month of such Reset Period, and (ii) any other Reset Period, the term “Delivery Month” shall mean the Month prior to the first Month of such Reset Period and each Month thereafter to and including the Month prior to the last Month of such Reset Period.

(w) “Delivery Period” means the period from and including the first Gas Day of [\_\_\_\_\_], 2019 to and including the last Gas Day of [\_\_\_\_\_], 2049, unless earlier terminated pursuant to Article 5.

(x) “Delivery Points” is defined in Section 3.1.

(y) “Discount” means (i) for each Delivery Month of the Initial Reset Period, [\_\_\_] cents per MMBtu, and (ii) for each Delivery Month of a Reset Period thereafter, the Available Discount for such Reset Period determined by the Calculation Agent pursuant to the Re-pricing Agreement. Following the establishment of a new Discount for a Reset Period, the Parties shall prepare a revised Exhibit A to this Agreement showing the amount of the Discount for such Reset Period.

(z) “Event of Insolvency” means with respect to any Person the occurrence and continuance of one or more of the following events: (a) the issuance, under the laws of the state or other jurisdiction having primary regulatory authority over such Person or any successor provision thereto (or any other law under which such Person is at the time organized), of an order for relief, rehabilitation, reorganization, conservation, liquidation or dissolution of such Person that is not dismissed within 30 days; (b) the commencement by such Person of a voluntary case or other proceeding seeking an order for relief, liquidation, rehabilitation, conservation, reorganization or dissolution with respect to itself or its debts under the laws of the state or other jurisdiction of incorporation or formation of such Person or any bankruptcy, insolvency or other similar law now or hereafter in effect including, without limitation, the appointment of a trustee, receiver, liquidator, custodian or other similar official for itself or any substantial part of its property; (c) the consent of such Person to any relief referred to in the preceding clause (b) in an involuntary case or other proceeding commenced against it; (d) the appointment of a trustee, receiver, liquidator, custodian or other similar official for such Person or any substantial part of its property by a government agency or authority having the jurisdiction to do so; (e) the making by such Person of an assignment for the benefit of creditors; (f) the failure of such Person

generally to pay its debts or claims as they become due; (g) the Person shall admit in writing its inability to pay its debts when due; (h) the declaration of a moratorium with respect to the payment of the debts of such Person; or (i) the initiation by such Person of any action to authorize any of the foregoing.

(aa) “FERC” means the Federal Energy Regulatory Commission and any successor thereto.

(bb) “FERC Gas Tariff” means the interstate pipeline tariff filed by a Transporter pursuant to FERC regulations and approved by FERC, as amended from time to time.

(cc) “Firm” means that performance by a Person may be interrupted without liability only to the extent that such performance is prevented by reasons of Force Majeure with respect to such Person asserting Force Majeure.

(dd) “Force Majeure” is defined in Section 13.2.

(ee) “Gas” means natural gas or any other mixture of hydrocarbon gases, or of hydrocarbons and liquids or liquefiables, or of hydrocarbons and non-combustible gases, consisting predominantly of methane.

(ff) “Gas Day” means a period of 24 consecutive hours beginning at 9:00 a.m. CPT on a calendar day and ending at 9:00 a.m. CPT on the next calendar day. The date of the Gas Day shall be the date at its beginning. If, through standardization of business practices in the industry or for any other reason, a Transporter, or the FERC with general applicability, changes the definition of Gas Day, such change shall apply to the definition of Gas Day in this Agreement with respect to such Transporter or generally, as applicable.

(gg) “Gas Purchaser” is defined in the Preamble.

(hh) “Gas Purchaser’s Transporter” means the Transporter receiving Gas on Gas Purchaser’s behalf at the Delivery Point.

(ii) “Gas Supplier” means Royal Bank or any permitted assignee of Royal Bank pursuant to the Indenture and the Prepaid Gas Agreement.

(jj) “Government Agency” means the United States of America, any state or commonwealth thereof, any local jurisdiction, any political subdivision of any of the foregoing, and any other division of government of any of the foregoing, including but not limited to courts, administrative bodies, departments, commissions, boards, bureaus, agencies, municipalities, or instrumentalities.

(kk) “Imbalance Charges” means any fees, penalties, costs or other charges (in cash or in kind) assessed by a Transporter for failure to satisfy the Transporter’s balancing, scheduling and/or nomination requirements based on such Transporter’s FERC Gas Tariff.

(ll) “Indenture” means the Trust Indenture, dated as of [\_\_\_\_\_], 2019, between MMGA and the Trustee, as it may be amended or supplemented from time to time.

(mm) “Index Premium” means the applicable index premium(s) specified in [Exhibit A]

(nn) “Index Price” means the Monthly market index price described in Section 4.2, and any substitute index price determined under Section 4.2.

(oo) “Initial Reset Period” means the period from and including [\_\_\_\_\_], 2019 to and including [\_\_\_\_\_], 202[\_\_\_\_\_].

(pp) “Mcf” means 1,000 cubic feet of Gas.

(qq) “Minimum Discount” means [\_\_\_\_\_] cents per MMBtu.

(rr) “MMBtu” means 1,000,000 Btu.

(ss) “MMGA” is defined in the Preamble.

(tt) “Month” means the period beginning at the beginning of the first Gas Day of a calendar month and ending at the beginning of the first Gas Day of the next calendar month. The term “Monthly” shall be construed accordingly.

(uu) “Municipal Utility” means any Person that (i) is a governmental person as defined in the implementing regulations under Section 141 of the Code and any successor provision, (ii) owns either or both a Gas distribution utility or an electric distribution utility (or provides Gas or electricity at wholesale to, or that is sold to entities that provide Gas or electricity at wholesale to, governmental persons that own such utilities), and (iii) agrees in writing to use the Gas purchased by it for a qualifying use as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii).

(vv) “Project Participants” means those municipal distribution systems and joint action agencies identified in Exhibit C.

(ww) “Person” means any individual, public or private corporation, partnership, limited liability company, state, county, district, authority, municipality, political subdivision, instrumentality, partnership, association, firm, trust, estate, or any other entity or organization whatsoever.

(xx) “Prepaid Gas Agreement” is defined in the Recitals.

(yy) “Project” is defined in the Recitals.

(zz) “Project Administration Fee” is defined in Section 4.3.

(aaa) “Primary Delivery Point” is defined in Section 3.1.

(bbb) “Prime Rate” means the interest rate published in *The Wall Street Journal* or comparable successor publication under the heading “Money Rates” and the subheading “Prime Rates” or comparable headings for the U.S. that, on the date of this Agreement, is described in

*The Wall Street Journal* as “the base rate on corporate loans posted by at least 70% of the 10 largest U.S. banks”.

(ccc) “Project Management Committee” means a committee, composed of one representative appointed by each of the Project Participants, which shall meet in person or by conference call from time to time and shall monitor performance of the Project and make reports and recommendations to the Board of Directors as it deems appropriate.

(ddd) “Prolonged Remarketing Quantity” means, for each Delivery Month of the Remaining Term, the aggregate Daily Contract Quantities with respect to which a Remarketing Election has been made.

(eee) “Refunding Bonds” means any Bonds issued by MMGA under and in accordance with the Indenture to refund the Series 2019 Bonds or any other Bonds then outstanding under the Indenture.

(fff) “Remaining Term” means, as of any date, the period commencing on such date and ending on the last day of the last Delivery Month under the Prepaid Gas Agreement.

(ggg) “Remarketing Election” means an election by the Gas Purchaser pursuant to Section 5.3(b) to have its Daily Contract Quantities remarketed for the Remaining Term following the occurrence of a Remarketing Event.

(hhh) “Remarketing Election Deadline” means the last date and time by which the Gas Purchaser may provide a Remarketing Election Notice, which shall be 4:00 p.m. Central Prevailing Time on the 10th day of the Month (or, if such day is not a Business Day, the next succeeding Business Day) prior to the first Delivery Month of a Reset Period with respect to which a Remarketing Event has occurred.

(iii) “Remarketing Election Notice” means written notice of a Remarketing Election provided by the Gas Purchaser to MMGA and the Gas Supplier pursuant to Section 5.3(b).

(jjj) “Remarketing Event” means receipt by the Gas Purchaser of notice from MMGA that the Available Discount for the next Reset Period is less than the Minimum Discount, as described in Section 5.3(a).

(kkk) “Re-Pricing Agreement” means the Re-pricing Agreement, dated as of [\_\_\_\_\_], 2019, between Royal Bank and MMGA, as amended or supplemented from time to time in accordance with its terms.

(lll) “Re-Pricing Date” has the meaning set forth in the Re-Pricing Agreement.

(mmm) “Reset Period” means each five year period (or such longer or shorter period as may be agreed to by MMGA and Royal Bank of Canada pursuant to the Re-Pricing Agreement) commencing on the last day of the Initial Reset Period or the prior Reset Period, as the case may be, and ending on the fifth anniversary (or such later or earlier anniversary, as the case may be) of such last day; *provided* that the final Reset Period shall be the period from the last day of the prior Reset Period to the Final Maturity Date (as defined in the Re-Pricing Agreement).

(nnn) “Royal Bank” means Royal Bank of Canada, a Schedule 1 bank under the Bank Act (Canada).

(ooo) “Series 2019 Bonds” means MMGA’s Gas Supply Revenue Bonds, Series 2019, Sub-series 2019A and 2019B, issued pursuant to the Indenture in order to finance MMGA’s purchase of Gas from the Gas Supplier under the Prepaid Gas Agreement and costs associated therewith.

(ppp) “Transaction Documents” has the meaning set forth in the Indenture.

(qqq) “Transporter” means all Gas gathering or pipeline companies transporting Gas for MMGA or Gas Purchaser upstream or downstream, respectively, of the Delivery Point.

(rrr) “Trustee” means [\_\_\_\_\_], as trustee for the Bonds under the Indenture, including any successor or co-trustee thereunder.

## **ARTICLE II**

### **SERVICE OBLIGATIONS**

2.1 Gas Supply Service. MMGA acknowledges and agrees that Gas Purchaser has a need to acquire Gas supplies to provide service to retail Gas consumers within its areas of service on a long-term basis, and that a significant portion of such Gas supplies must be priced with reference to deregulated market prices in order to enable Gas Purchaser to ensure that it may provide sales service at competitive prices. MMGA understands that Gas Purchaser has asserted that its long-term viability as a Municipal Utility providing an essential public service depends in part upon its ability to receive secure and reliable supplies of Gas on a long-term basis in pre-determined quantities that are priced with reference to deregulated market prices in the form and structure of the Contract Price, and that Gas Purchaser has further asserted that such Contract Price must be at the lowest reasonable level consistent with the maintenance of secure and reliable service. Gas Purchaser has requested MMGA to provide deliveries of Gas to it consistent with these objectives, and Gas Purchaser understands and acknowledges that MMGA has undertaken the Project in part to meet Gas Purchaser’s request and satisfy Gas Purchaser’s asserted objectives and that the Project does so. Accordingly, for each Gas Day of each Delivery Month during the Delivery Period, MMGA shall tender for delivery to Gas Purchaser at the Delivery Point on a Firm basis, and Gas Purchaser shall purchase and receive from MMGA at

the Delivery Point on a Firm basis, the applicable Daily Contract Quantity of Gas for such Delivery Month set forth in Exhibit B.

2.2 Nature of the Project. Gas Purchaser acknowledges and agrees that MMGA will meet its obligations to provide Gas supply service to Gas Purchaser under this Agreement through its purchase of long-term Gas supplies on a prepaid basis from the Gas Supplier under the Prepaid Gas Agreement and that MMGA is financing its purchase of such long-term supplies through the issuance of the Series 2019 Bonds. Gas Purchaser acknowledges and agrees that MMGA will pledge its right, title, and interest under this Agreement and the revenues to be received under this Agreement (other than the revenues attributable to the Project Administration Fee described in Section 4.3) to secure MMGA's obligations under the Indenture.

### **ARTICLE III**

#### **RECEIPT AND DELIVERY POINTS**

3.1 Delivery Points. All Gas delivered under this Agreement shall be delivered and received at the points of delivery specified in Exhibit A (the "Primary Delivery Points") or to any other point of delivery, as may be amended from time to time (each an "Alternate Delivery Point") that has been mutually agreed to by MMGA and Gas Purchaser and agreed to by the Gas Supplier pursuant to the Prepaid Gas Agreement (each Primary Delivery Point or Alternate Delivery Point, if specified, being a "Delivery Point").

3.2 Transfer of Title. Gas Purchaser shall take title to all Gas delivered to it by MMGA at the Delivery Points and shall own such Gas and shall assume all risk of loss following its transfer at the Delivery Points.

## ARTICLE IV

### **PRICING OF GAS SUPPLY SERVICES**

4.1 Charge Per MMBtu Delivered. For each MMBtu of Gas delivered by MMGA to Gas Purchaser at the Delivery Point, Gas Purchaser shall pay MMGA the Contract Price for such Gas, which shall be the applicable Index Price less the Discount in effect for the applicable Delivery Month. Gas Purchaser shall not be required to pay for any Gas that is not tendered for delivery by MMGA.

4.2 Index Price. The Index Price for any Month shall mean the price per MMBtu, stated in U.S. dollars, as published in the first issue for the Month (including corrections thereto in later issues) in which the event occurred that required calculation of the Index Price, of *Inside FERC's Gas Market Report*, a publication of S&P Global Platts, a division of S&P Global, in the section "Monthly Bidweek Spot Gas Prices – Platts Locations (\$/MMBtu)", under the heading "[\_\_\_\_\_]" and the line "[\_\_\_\_\_]" (or any successor heading), under the column "Index." If *Inside FERC's Gas Market Report* should cease to publish such first-of-the-month index prices or should cease to be published entirely, the Index Price shall be the price per MMBtu, stated in U.S. dollars, for Gas to be delivered at the Delivery Point during the applicable Month as set forth in an alternative index as determined under Section 6.08 of the Prepaid Gas Agreement. MMGA shall provide Gas Purchaser the opportunity to provide its recommendations and other input to MMGA for MMGA's use in the process under Section 6.08 of the Prepaid Gas Agreement.

4.3 Project Administration Fee. Gas Purchaser shall pay to MMGA, for each Delivery Month during the Term, a fee for the administration of the Project (the "Project Administration Fee") equal to the product of (i) the Daily Contract Quantity for each Gas Day of

the applicable Delivery Month, (ii) the number of days in such Delivery Month, and (iii) [\_\_\_\_] cents (\$0.[\_\_]). The Project Administration Fee for each Delivery Month shall be included in the invoice provided by MMGA to the Gas Purchaser for such Delivery Month pursuant to Section 11.1.

#### 4.4 Index Premium.

(a) In addition to the Contract Price payable by Gas Purchaser to MMGA as set forth in Section 4.1, Gas Purchaser shall pay the applicable Index Premium for the Delivery Points in effect for the Month of delivery. The Index Premium for each Delivery Point, which shall be established under the Prepaid Gas Agreement and flowed through from the Gas Supplier to MMGA and from MMGA to Gas Purchaser, is set forth in Exhibit A and shall remain in effect through the date shown in Exhibit A corresponding to each such Delivery Point. Thereafter, as to each Delivery Point, the Index Premium shall be subject to adjustment no more often than quarterly upon mutual agreement of MMGA and the Gas Supplier under the Prepaid Gas Agreement, and such Index Premium shall be for a minimum period of at least three months. MMGA shall notify Gas Purchaser at least 15 Days before the end of each Index Premium period to enable Gas Purchaser to participate in the process of establishing the new Index Premium, if any, prior to the beginning of the next Index Premium period. That process is described in Section 3.05 of the Prepaid Gas Agreement.

(b) Upon adjustment of the Index Premium as to any Delivery Point, MMGA and Gas Purchaser shall execute a revised Exhibit A reflecting the new Index Premium, if any.

4.5 Assistance with Sales to Third Parties. In the event Gas Purchaser does not require all or any portion of the DCQ for any Gas Day as a result of a loss of load on its system, as further defined in Section 6.2, Gas Purchaser shall nonetheless be obligated to pay MMGA the

Contract Price for all such quantities as provided in Section 6.2. Nevertheless, upon reasonable notice from Gas Purchaser, MMGA shall use Commercially Reasonable Efforts to sell such quantities, to the extent permitted in the Prepaid Gas Agreement, or to arrange for the sale of such quantities by the Gas Supplier, (i) to another Project Participant, (ii) to another Municipal Utility, or (iii) if necessary, to another purchaser. If MMGA succeeds in making or arranging such a sale, it shall credit against the amount owed by Gas Purchaser for such Gas the amount received by MMGA for such sale less all directly incurred costs or expenses, including but not limited to remarketing administrative charges paid to the Gas Supplier under the Prepaid Gas Agreement, but in no event shall the amount of such credit be more than the Contract Price, minus, in all cases, an MMGA remarketing administrative charge of five cents (\$0.05) per MMBtu, times the applicable quantities.

4.6 Annual Refunds. In addition to the Discount applicable to deliveries of the Daily Contract Quantity to Gas Purchaser under this Agreement, MMGA shall provide such annual refund to Gas Purchaser as may be available for distribution by MMGA pursuant to Section 5.15(b) of the Indenture. Such annual refund, if any, shall be paid by MMGA to Gas Purchaser and the other Project Participants as soon as practicable following each Annual Reconciliation Date after the release of funds for such purpose to MMGA under the terms of the Indenture. Gas Purchaser acknowledges and agrees that there is no assurance that any annual refund will be achieved, and that under the structure of the Project none is expected. In determining the amount of such annual refund, if any, to be paid to Gas Purchaser, MMGA may reserve such funds as may be required under the terms of the Transaction Documents or as it deems reasonably necessary and appropriate, including but not limited to amounts required to fund or maintain the Minimum Discount for any future Reset Period, to fund or maintain any rate stabilization or

working capital reserve, and/or to reserve or account for unfunded liabilities and expenses, including future sinking fund or other principal amortization of the Bonds. All such refunds, if any, shall be made to Gas Purchaser in an amount reflecting the allocation of such refunds that the Project Management Committee recommends and the Board of Directors determines by calculating the ADQ of Gas Purchaser for the previous Annual Delivery Period and dividing Gas Purchaser's ADQ by the aggregate total ADQ for such Annual Delivery Period of all of the Project Participants.

## **ARTICLE V**

### **TERM; REMARKETING ELECTION**

5.1 Term. This Agreement shall be effective as of the date first set forth above and shall be implemented as appropriate to effectuate purchases and sales of Gas under this Agreement for deliveries commencing on the first Gas Day of the Delivery Period. Unless earlier terminated in accordance with this Article 5, this Agreement shall remain in full force and effect for a term ending on the last Gas Day of the Delivery Period, subject in either case to the winding up arrangements set forth in Section 5.4 (the "Term").

5.2 Early Termination Upon Termination of Prepaid Gas Agreement or Default by Gas Purchaser. Notwithstanding Section 5.1, Gas Purchaser acknowledges and agrees that, in the event the Prepaid Gas Agreement terminates prior to the end of the Term, (i) this Agreement shall terminate on the date of early termination of the Prepaid Gas Agreement, and (ii) MMGA's obligation to deliver Gas under this Agreement shall terminate on the same date on which the Gas Supplier's obligation to deliver Gas to MMGA under the Prepaid Gas Agreement terminates. In addition, Gas Purchaser acknowledges and agrees that this Agreement may terminate prior to the end of the Term as a result of a default by Gas Purchaser under Article

XIV. MMGA shall provide notice to Gas Purchaser of any early termination of this Agreement pursuant to this Section 5.2 and the date of such termination.

5.3 Early Termination following a Remarketing Election.

(a) Remarketing Event. For each Reset Period, MMGA shall provide to Gas Purchaser, at least ten (10) days prior to the applicable Remarketing Election Deadline (without regard to any extension thereof as provided for in paragraph (b) of this Section 5.3), written notice setting forth the duration of such Reset Period and the estimated Available Discount for such Reset Period. In the event the estimated Available Discount for a Reset Period is not at least equal to the Minimum Discount (a “Remarketing Event”), such notice shall also state (i) that a Remarketing Event has occurred, (ii) the applicable Remarketing Election Deadline, and (iii) that Gas Purchaser, and each other Project Participant in the Prepaid Project, may (A) continue to purchase and receive all or a portion of its Daily Contract Quantity for each Gas Day of each Delivery Month during such Reset Period at a Contract Price that reflects the Available Discount (as finally determined as hereinafter described), or (B) elect that such Daily Contract Quantity be remarketed for the Remaining Term (a “Remarketing Election”) by providing a Remarketing Election Notice prior to the Remarketing Election Deadline. The Parties explicitly recognize and agree that Gas Purchaser may elect a partial reduction in its Daily Contract Quantity to reflect the fact that one or more but not all of Gas Purchaser’s downstream customers may elect to have their daily contract quantities remarketed for the remaining term of their Gas Sales Contracts with gas Purchaser.

(b) Remarketing Election. If Gas Purchaser elects to have all or part of its Daily Contract Quantity remarketed for the Remaining Term following the occurrence of a Remarketing Event, Gas Purchaser shall provide written notice of such Remarketing Election to

MMGA, the Gas Supplier and the Trustee (its “Remarketing Election Notice”) not later than the applicable Remarketing Election Deadline. A Remarketing Election Notice shall be in substantially the form attached hereto as Exhibit G. In the event Gas Purchaser provides a Remarketing Election Notice on or prior to the applicable Remarketing Election Deadline, the Delivery Period shall terminate as to the portion specified under the Remarketing Election Notice as of the end of the last Gas Day of the last Delivery Month of the Reset Period then in effect, and this Agreement shall terminate as of the last day of such Reset Period (subject only to the winding up arrangements described in Section 5.4).

(c) Extension of Remarketing Election Deadline. If a Remarketing Event has occurred and Gas Purchaser has not made a Remarketing Election for the full Daily Contract Quantity, but one or more of the other gas purchasers in the Prepaid Project has made a Remarketing Election, the estimated Available Discount may be required to be recalculated pursuant to the Re-Pricing Agreement. In such case MMGA shall provide such new estimated Available Discount to Gas Purchaser promptly in writing, and the Remarketing Election Deadline shall be extended to the third (3rd) Business Day following the date of such notice.

(d) Final Determination of Available Discount. The Parties acknowledge and agree that the final Available Discount for any Reset Period following the Initial Reset Period will be determined on the applicable Re-Pricing Date, and that such Available Discount may differ from the estimate or estimates of such Available Discount provided to Gas Purchaser and the other Gas Purchasers prior to the applicable Remarketing Election Deadline. Accordingly, the Parties agree that:

- (i) the Available Discount for any Reset Period will not be less than the Minimum Discount, unless (A) MMGA has provided notice of such Remarketing Event

to Gas Purchaser in accordance with paragraph (a) of this Section 5.3, and (B) Gas Purchaser has not provided a Remarketing Election Notice prior to the applicable Remarketing Election Deadline (as the same may be extended pursuant to paragraph (c) of this Section 5.3); and

(iv) if Gas Purchaser has not made a Remarketing Election prior to the applicable Remarketing Election Deadline (as the same may be extended pursuant to paragraph (c) of this Section 5.3), Gas Purchaser shall be deemed to have elected to continue to purchase and receive its Daily Contract Quantity at a Contract Price that reflects the Available Discount as finally determined on the applicable Re-pricing Date, and this Agreement shall continue in full force and effect unless and until the earlier of the end of the Term and such earlier date on which this Agreement may be terminated pursuant to this Article V.

5.4 Winding Up Arrangements. The termination of this Agreement shall not relieve either Party of any obligation to pay amounts due under this Agreement for periods prior to the termination date, including all interest, costs and indemnity obligations, or to effectuate all winding up arrangements, or to take any other actions as may be necessary to effectuate all of the terms of this Agreement. For the avoidance of doubt, Gas Purchaser shall not be responsible for the payment of more than the Contract Price for Gas deliveries as a result of any winding up arrangements.

## **ARTICLE VI**

### **FAILURE TO PERFORM**

6.1 Cost of Replacement Gas. Except in cases of Force Majeure, for each MMBtu that MMGA is obligated to deliver to Gas Purchaser under this Agreement but fails to deliver,

MMGA shall pay to Gas Purchaser an amount equal to the difference between the price per MMBtu which would have been applicable to the undelivered Gas under Article IV and any higher cost per MMBtu which Gas Purchaser actually incurred to obtain an equivalent quantity of replacement Gas, including but not limited to any incremental charges associated with the transportation and storage of such replacement Gas, exercising Commercially Reasonable Efforts to obtain such replacement Gas and alternate transportation at a Commercially Reasonable price. For purposes of this Section 6.1, replacement Gas includes without limitation Gas withdrawn from storage, liquefied natural gas, and peak shaving, and costs associated with obtaining such Gas include without limitation storage withdrawal and injection costs, storage fuel, and liquefaction and vaporization costs for stored liquefied natural gas; provided that, for purposes of the foregoing, the price of any such replacement Gas withdrawn from storage shall be the price applicable to such Gas at the time of withdrawal.

6.2 Obligation to Take the Daily Quantity. Subject to the operation of Section 4.4 governing load loss, if on any Gas Day MMGA tenders the Daily Contract Quantity for delivery to Gas Purchaser and Gas Purchaser fails to take the Daily Contract Quantity, Gas Purchaser shall remain obligated to pay MMGA the Contract Price for the Daily Contract Quantity. If Gas Purchaser's failure to take is due to a loss of load on its system as established by Gas Purchaser in a manner satisfactory to MMGA, the provisions of Section 4.4 shall apply. If not, MMGA shall credit to Gas Purchaser's account any net revenues MMGA may receive from the ultimate sale of any such Gas to other Municipal Utilities, up to the Contract Price, less a MMGA remarketing administrative charge of five cents (\$0.05) per MMBtu. Notwithstanding anything to the contrary contained herein, the Gas Purchaser shall continue to be obligated to pay the Project Administration Fee with respect to its Daily Contract Quantity.

6.3 No Consequential or Special Damages. Neither Party shall be liable for consequential, incidental, special, or punitive damages or losses which may be suffered by the other as a result of the failure to deliver or take or pay for the required quantities of Gas under this Agreement.

6.4 Imbalances. The Parties shall use Commercially Reasonable Efforts to avoid the imposition of any Imbalance Charges. If MMGA or Gas Purchaser receives an invoice from a Transporter that includes Imbalance Charges related to the obligations of either Party under this Agreement, the Parties shall determine the validity as well as the cause of such Imbalance Charges. If the Imbalance Charges were incurred as a result of Gas Purchaser's takes of quantities of Gas greater than or less than the Daily Contract Quantity at the Delivery Point, then Gas Purchaser shall pay for such Imbalance Charges or reimburse MMGA for such Imbalance Charges paid by MMGA. If the Imbalance Charges were incurred as a result of MMGA's deliveries of quantities of Gas greater than or less than the Daily Contract Quantities at the Delivery Point, then MMGA shall pay for such Imbalance Charges or reimburse Gas Purchaser for such Imbalance Charges paid by Gas Purchaser. Notwithstanding the provisions of Sections 6.1 and 6.2, the Parties may mutually agree to make up any differences between the Daily Contract Quantity and the quantity delivered or taken on any Gas Day in kind.

## **ARTICLE VII**

### **RESPONSIBILITY FOR TRANSPORTATION**

MMGA shall make all arrangements for transportation services required to effect the delivery of the Daily Contract Quantity to the Delivery Point. Gas Purchaser shall take all actions and be responsible for making all arrangements required to effect the transportation of the Daily Contract Quantity from the Delivery Point, including but not limited to all

nominations, scheduling, balancing, and associated management and administrative functions. MMGA shall bear all costs and expenses of transportation prior to the delivery of the Daily Contract Quantity at the Delivery Point, except as provided in this Agreement. Gas Purchaser shall bear all costs of transportation from the Delivery Point.

## **ARTICLE VIII**

### **DELIVERY REQUIREMENTS**

8.1 Specifications. All Gas delivered under this Agreement shall be merchantable and shall, upon delivery, conform to the quality specifications and heating value specified in Gas Purchaser's Transporter's FERC Gas Tariff.

8.2 Pressure. All Gas sold by MMGA to Gas Purchaser under this Agreement shall be delivered to Gas Purchaser at the pressure maintained from time to time in Gas Purchaser's Transporter's facilities at the Delivery Point.

8.3 Measurement. Gas sold under this Agreement shall be measured through Gas Purchaser's Transporter's existing measurement facilities at the Delivery Point in accordance with the provisions of such Transporter's FERC Gas Tariff. The unit of volume for measurement of Gas delivered under this Agreement shall be one Mcf or otherwise as consistent with Transporter's measurement at the Delivery Point. The sales unit of the Gas shall be one MMBtu, established by converting Mcfs measured at the Delivery Point to MMBtus according to the Btu content determined by Transporter on a dry basis at the Delivery Point under Transporter's FERC Gas Tariff. With respect to any measurement of Gas delivered or received under this Agreement at any Delivery Point, the measurement of such Gas (including the definition of Btu used in making such measurement) by the operator of such Delivery Point shall be conclusive.

## **ARTICLE IX**

### **TITLE AND RISK OF LOSS**

MMGA warrants the title to all Gas sold to Gas Purchaser under this Agreement. Transfer of custody and title to Gas sold under this Agreement shall pass to and vest in Gas Purchaser at the Delivery Point. As between the Parties, MMGA shall be deemed to be in exclusive control and possession of Gas delivered under this Agreement prior to the time of delivery to Gas Purchaser at the Delivery Point, and Gas Purchaser shall be deemed to be in exclusive control and possession of Gas delivered under this Agreement from the Delivery Point.

## **ARTICLE X**

### **ROYALTIES AND TAXES**

10.1 Royalties and Other Charges. MMGA shall pay or cause to be paid any royalties or other sums due on the gathering, handling, and transportation of Gas sold under this Agreement prior to its delivery to Gas Purchaser at the Delivery Point.

10.2 Taxes. The price for Gas sold to Gas Purchaser under this Agreement is inclusive of all production, severance, ad valorem, or similar taxes levied on the production or transportation of the Gas prior to its delivery to Gas Purchaser at the Delivery Point, and all such taxes shall be borne and paid exclusively by MMGA; provided, however, that if Gas Purchaser is required to remit such taxes to the collecting authority, Gas Purchaser shall do so and MMGA shall credit an amount equal to the taxes so paid against payments otherwise due to MMGA under this Agreement. The price for Gas sold to Gas Purchaser under this Agreement does not include any federal, tribal, state, or local sales, use, consumption, utility, storage, greenhouse gas, carbon, license, ad valorem, franchise, or similar taxes imposed by any taxing authority on the sale to, or use by, Gas Purchaser of Gas sold under this Agreement, including without limitation

ad valorem taxes on Gas held in storage by Gas Purchaser. Gas Purchaser shall be responsible for the payment of any such taxes and for completing and filing all required forms.

## **ARTICLE XI**

### **BILLING AND PAYMENT**

11.1 Timing. Not later than ten (10) days following the end of each Delivery Month, MMGA shall provide a Monthly billing statement to Gas Purchaser, with a copy provided to the Trustee, of the amount due for Gas tendered for delivery under this Agreement. Such billing statement shall be provided to Gas Purchaser by hand delivery, first-class mail, express courier, electronic transmission, or facsimile transmission to the address or facsimile number set forth for Gas Purchaser in Article XVIII. If Gas Purchaser has not received a billing statement by the 15th day (or the immediately preceding Business Day if the 15th day is not a Business Day) following the end of a Delivery Month, Gas Purchaser, by no later than the close of business on such 15th day (or such immediately preceding Business Day if the 15th day is not a Business Day), shall notify MMGA by telephone and facsimile, with a copy to the Trustee, of such fact. If MMGA has not provided such billing statement to Gas Purchaser, with a copy to the Trustee, by the close of business on the 16th day following the end of a Delivery Month, the Trustee shall prepare such billing statement and provide it to Gas Purchaser, with a copy to MMGA. The due date for payment by Gas Purchaser to MMGA shall be the 20th day of the Month following the Month of delivery. Such due date shall be applicable without regard to the date or source of a billing statement to Gas Purchaser. If the 20th day is not a Business Day, payment is due on the immediately preceding Business Day. Gas Purchaser shall make all such payments by ACH or wire transfer of immediately available funds to the account set forth for MMGA in Article XVIII.

11.2 Late Payment. In the event Gas Purchaser fails to pay an amount when due hereunder, interest thereon shall accrue at a rate of interest per annum equal to the Prime Rate plus two percent (2%) from the due date until paid. If Gas Purchaser disputes the appropriateness of any charge or calculation in any billing statement, Gas Purchaser, within the time provided for payment, shall notify MMGA of the existence of and basis for such dispute and shall pay all amounts billed by MMGA, including any amounts in dispute. If it is ultimately determined that Gas Purchaser did not owe the disputed amount, by agreement or by a final order of a court of competent jurisdiction which is not subject to appeal or concerning which any right to appeal has been waived or which the Parties have irrevocably agreed not to appeal, MMGA shall pay Gas Purchaser that amount plus interest as calculated in accordance with this Section 11.2.

11.3 Audit Rights. Each Party shall have the right, including on MMGA's part pursuant to a request by the Gas Supplier under the Prepaid Gas Agreement, at its own expense, to examine and audit at any reasonable time the books, records, measurement data, charts, and telemetry data of the other Party to the extent, but only to the extent, necessary to verify the accuracy of any statements or charges made under or pursuant to this Agreement. Any inaccuracy shall be corrected promptly when discovered; provided, however, that neither Party shall be required to maintain books, records, measurement data, charts, or telemetry data for a period of more than two calendar years following the end of the calendar year to which they are applicable. Neither Party shall have a right to question or contest any charge or credit if the matter is not called to the attention of the other Party in writing within 24 months of the date of the charge or credit in question.

11.4 Operating Expense of Gas Purchaser. Gas Purchaser's obligation to make the payments it is required to make under this Agreement is a several obligation and not a joint obligation with the obligations of any other Project Participant under its contract with MMGA for the purchase of Gas under the Project. Gas Purchaser agrees to make such payments from the revenues of its Gas system, and as a charge against such revenues, as an operating expense of its Gas system and a cost of purchased Gas; provided, however, that Gas Purchaser, in its discretion, may apply any legally available monies to the payment of amounts due under this Agreement. Gas Purchaser hereby covenants and agrees that it will establish, maintain, and collect rates and charges for the Gas services furnished by its Gas system so as to provide revenues sufficient, together with other available Gas system revenues, to enable Gas Purchaser to pay to MMGA all amounts payable under this Agreement and to pay all other amounts payable from the revenues of Gas Purchaser's Gas system, and to maintain any required reserves. Gas Purchaser further covenants and agrees that it shall not furnish or supply Gas services free of charge to any person, firm, corporation, association, or other entity, public or private, except any such service free of charge that Gas Purchaser is supplying on the date of this Agreement, as has been specifically identified by Gas Purchaser to MMGA in writing, and that it shall promptly enforce the payment of any and all material accounts owing to Gas Purchaser for the sale of Gas or the provision of transportation or other services to its customers. Gas Purchaser further covenants and agrees that in any future bond issue undertaken by Gas Purchaser, or in connection with any other financing or financial transaction, Gas Purchaser shall not pledge or encumber the revenues of its Gas system through a gross revenue pledge or in any other way which creates a prior or superior obligation to its obligation to make payments under this Agreement. Gas Purchaser further

covenants that it shall not take an action to institute an Event of Insolvency with respect to Gas Purchaser.

11.5 Financial Responsibility. When reasonable grounds for insecurity of payments due under this Agreement arise, MMGA may demand, and Gas Purchaser shall provide within five Business Days if demanded, adequate assurance of performance. Reasonable grounds include but are not limited to the occurrence of an Event of Insolvency with respect to Gas Purchaser or the downgrading of Gas Purchaser's credit rating, if any, by Standard & Poor's Ratings Service, Moody's Investors Service, Inc., or Fitch Ratings to a level below investment grade, and/or such facts and circumstances as would constitute reasonable grounds for insecurity under the Minnesota Uniform Commercial Code. Adequate assurance shall mean sufficient security in the form and for a term reasonably specified by MMGA, including but not limited to a standby irrevocable letter of credit, a prepayment, a deposit to an escrow account, or a performance bond or guaranty by a creditworthy entity. The Parties agree that in the event Gas Purchaser fails to provide such adequate assurance as demanded, MMGA shall have the right to suspend further deliveries of Gas to Gas Purchaser under this Agreement on three days written notice and shall not be obligated to restore such deliveries until the first day of the Month after such demand has been satisfied; provided, however, that MMGA shall not be obligated to restore such deliveries notwithstanding the satisfaction of such demand until the completion of the term of deliveries to any replacement sales customer to which MMGA has remarketed the Gas.

11.6 No Set-Off. Payment by Gas Purchaser for all amounts set forth in a billing statement provided to Gas Purchaser pursuant to Section 11.1 shall be made without set-off or counterclaim of any kind.

## **ARTICLE XII**

### **LAWS AND REGULATIONS**

This Agreement is subject to all valid laws, orders, rules, regulations, or other governmental actions of any duly constituted federal, state, or local governmental authority, to the extent such laws, orders, rules, and regulations are applicable and effective from time to time; provided, however, that no such action by Gas Purchaser's or MMGA's governing body may affect that Party's obligations and rights under this Agreement.

## **ARTICLE XIII**

### **FORCE MAJEURE**

13.1 Suspension of Obligations. Except with regard to a Party's obligation to make payments under this Agreement, neither Party shall be liable to the other for failure to perform an obligation to the extent such failure was caused by Force Majeure, as defined in Section 13.2. In the event of a partial Force Majeure at the Delivery Point, MMGA agrees to curtail deliveries to Gas Purchaser pro rata based upon the respective Daily Contract Quantities of the Project Participants at the Delivery Point.

13.2 Force Majeure Defined. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the Party claiming suspension, as further defined in this Section 13.2. The term "Force Majeure" shall include, but not be limited to, the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes or tornadoes, which result in evacuation of the affected area, floods, washouts, explosions, breakage of or accident or necessity of repairs to machinery or equipment or lines of pipe; (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of

pipe; (iii) interruption and/or curtailment of transportation and/or storage by Transporters (provided that if the affected Party is using interruptible or secondary Firm transportation, only if primary, in-path, Firm transportation is also curtailed by the same event, or, if the relevant Transporter does not curtail based on path, if primary Firm transportation is also curtailed); (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections, wars or acts of terror; (v) governmental actions, such as necessity for compliance with any court order, law, statute, ordinance, regulation, or policy having the effect of law promulgated by a Government Agency having jurisdiction; and (vi) any invocation of Force Majeure by the Gas Supplier under the Prepaid Gas Agreement. MMGA and Gas Purchaser shall make Commercially Reasonable Efforts to avoid the adverse impacts of a Force Majeure event or occurrence and to resolve the event or occurrence once it has occurred in order to resume performance.

13.3 Force Majeure Exclusions. Neither Party shall be entitled to the benefits of a claim of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the Party claiming excuse failed to remedy the condition and to resume the performance of its obligations with reasonable dispatch; (ii) economic hardship, to include, without limitation, MMGA's ability to sell Gas at a higher or more advantageous price, Gas Purchaser's ability to purchase Gas at a lower or more advantageous price, or a Government Agency disallowing, in whole or in part, the pass-through of costs resulting from this Agreement; or (iii) the loss of Gas Purchaser's markets or Gas Purchaser's inability to resell Gas purchased under this Agreement, except, in either case, for a reason as provided in Section 13.2. Gas Purchaser shall not be entitled to the benefit of the provisions of Force Majeure to the extent performance is adversely affected by any action taken by Gas Purchaser in its governmental

capacity. The Party claiming Force Majeure shall not be excused from its responsibility for Imbalance Charges.

13.4 Settlement of Labor Disputes. Notwithstanding anything to the contrary in this Agreement, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be within the sole discretion of the Party experiencing such disturbance.

13.5 Force Majeure Procedure. The Party whose performance is prevented by Force Majeure must provide notice to the other Party as soon as practicable. Initial notice may be given orally; however, written notice with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notice of Force Majeure to the other Party, the affected Party will be relieved of its obligation, from the onset of Force Majeure, to make or accept delivery of Gas, as applicable, to the extent and for the duration of Force Majeure, and neither Party shall be deemed to have failed in such obligations to the other during such occurrence or event.

## **ARTICLE XIV**

### **DEFAULT**

14.1 Failure by Gas Purchaser to Make Payments Due. Failure by Gas Purchaser to make to MMGA when due any of the payments for which provision is made in this Agreement shall constitute a default on the part of Gas Purchaser.

14.2 Enforcement and Right to Discontinue Service. In the event of any default under Section 14.1, MMGA shall have the right to recover from Gas Purchaser any amount in default. In the enforcement of any such right of recovery, MMGA may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction and action for specific performance, as MMGA determines may be necessary or appropriate to enforce any

covenant, agreement, or obligation to make any payment for which provision is made in this Agreement, and MMGA in its sole discretion may, upon three days written notice to Gas Purchaser, cease and discontinue providing delivery of all or any portion of the Gas otherwise to be delivered to Gas Purchaser at the Delivery Point under this Agreement. In the event MMGA takes all or any of the actions authorized by this Section 14.2, Gas Purchaser shall remain fully liable for payment of all amounts in default and shall not be relieved of any of its payment obligations under this Agreement.

14.3 Reinstatement of Service. If MMGA exercises its right to discontinue providing Gas deliveries to Gas Purchaser under Section 14.2, such Gas deliveries may only be reinstated, at a time to be determined by MMGA, upon (i) payment in full by Gas Purchaser of all amounts then due and payable under this Agreement and (ii) payment in advance by Gas Purchaser at the beginning of each Month of amounts estimated by MMGA to be due to MMGA for the future delivery of Gas under this Agreement for such Month. MMGA may continue to require payment in advance after the reinstatement of service under this Agreement for such period of time as MMGA in its sole discretion may determine is appropriate.

14.4 Other Default by Gas Purchaser. In the event of a failure by Gas Purchaser to establish, maintain, or collect rates or charges adequate to provide revenues sufficient to enable Gas Purchaser to pay all amounts due to MMGA under this Agreement, or in the event of a failure by Gas Purchaser to take from MMGA its Gas supplies in accordance with the provisions of this Agreement, or in the event of any default by Gas Purchaser under any other covenant, agreement, or obligation in this Agreement, MMGA (without limiting the provisions of Section 14.6) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as MMGA determines may be

necessary or appropriate to enforce any covenant, agreement, or obligation of Gas Purchaser in this Agreement. In addition to the foregoing remedies (and without limiting any other provisions of this Agreement), if Gas Purchaser fails to accept from MMGA any of the Daily Contract Quantity tendered for delivery under this Agreement, MMGA shall have the right to sell such Gas to third parties.

14.5 Default by MMGA. In the event of a default by MMGA under any covenant, agreement, or obligation in this Agreement, Gas Purchaser (without limiting the provisions of Section 14.6) may bring any suit, action, or proceeding at law or in equity, including without limitation mandamus, injunction, and action for specific performance, as Gas Purchaser determines may be necessary or appropriate to enforce any covenant, agreement, or obligation in this Agreement against MMGA.

14.6 Arbitration and Mediation. Notwithstanding any other provision of this Agreement to the contrary, the Parties may agree to mediate or arbitrate any dispute that arises under this Agreement.

14.7 Third Party Beneficiaries. Except as provided in this Section 14.7, it is specifically agreed that there are no third party beneficiaries of this Agreement and that this Agreement shall not impart any rights enforceable by any Person not a party to this Agreement. Gas Purchaser acknowledges and agrees that (i) MMGA will pledge and assign to the Trustee its rights, title and interest in this Agreement and the amounts payable by Gas Purchaser under this Agreement (other than amounts payable in respect of the project administration fee under Section 4.3) to secure MMGA's obligations under the Indenture, (ii) the Trustee, the Funding Provider and the Commodity Swap Counterparty shall each be a third party beneficiary of this Agreement with the right to enforce Gas Purchaser's obligations under this Agreement, and (iii)

the Trustee or any receiver appointed under the Indenture shall have the right to perform all obligations of MMGA under this Agreement.

## **ARTICLE XV**

### **PROJECT MANAGEMENT AND ADMINISTRATION**

MMGA covenants and agrees that it will use all commercially reasonable efforts to acquire, manage and administer the Project for the benefit of all of the Project Participants. The Project Management Committee will meet from time to time and may make such reports and recommendations to MMGA concerning the administration, management and operation of the Project as the Project Management Committee deems appropriate. MMGA agrees with and covenants to Gas Purchaser that MMGA will vigorously enforce and defend its rights under the Transaction Documents. Gas Purchaser acknowledges and agrees that MMGA may from time to time enter into amendments of and supplements to the Indenture and any or all of the other Transaction Documents (in accordance with their respective terms) and that MMGA will not be required to obtain the consent or approval of Gas Purchaser in connection with any such supplement or amendment, as long as such amendments and supplements do not negatively affect the terms of this Agreement.

## **ARTICLE XVI**

### **WAIVERS**

No waiver by either MMGA or Gas Purchaser of any default of the other under this Agreement shall operate as a waiver of any future default, whether of like or different character or nature.

## **ARTICLE XVII**

### **SUCCESSION AND ASSIGNMENT**

The terms and provisions of this Agreement shall extend to and be binding upon the Parties and their respective successors, assigns, and legal representatives; provided, however, that, except for the assignment by MMGA to the Trustee as described in Section 14.7, neither Party may assign this Agreement or its rights and interests, in whole or in part, under this Agreement without the prior written consent of the other Party and the delivery of such additional consents and satisfaction of such other requirements as are set forth in the Indenture. Whenever an assignment or a transfer of a Party's interest in this Agreement is requested to be made with the written consent of the other Party, the assigning or transferring Party's assignee or transferee shall expressly agree to assume, in writing, the duties and obligations of the assigning or transferring Party under this Agreement. Upon the agreement of a Party to any such assignment or transfer, the assigning or transferring Party shall furnish or cause to be furnished to the other Party a true and correct copy of such assignment or transfer and assumption of duties and obligations.

## **ARTICLE XVIII**

### **NOTICES AND PAYMENTS**

Except as is otherwise specifically provided in this Agreement, any notice, request, demand, or statement provided for in this Agreement must be given in writing and delivered in person, by United States mail, or by express courier to the respective Parties at the addresses shown below or at such other addresses as may hereafter be furnished to the other Party in writing, and all payments due from Gas Purchaser under this Agreement shall be made by wire transfer to the account for payments set forth below:

MMGA:

Minnesota Municipal Gas Agency

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

Attn: [\_\_\_\_\_]

Telephone: [\_\_\_\_\_]

Cell: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_]

Email: [\_\_\_\_\_]

Payments:

[TRUSTEE]

ABA #: [\_\_\_\_\_]

A/C #: [\_\_\_\_\_]

Re: MMGA 2019 Revenue Fund

Attn: [\_\_\_\_\_]

Telephone: [\_\_\_\_\_]

Email: [\_\_\_\_\_]

Trustee:

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

[\_\_\_\_\_]

Attn: [\_\_\_\_\_]

Telephone: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_]

Email: [\_\_\_\_\_]

Gas Purchaser:

City of Fremont

[Address]

Attn: [\_\_\_\_\_]

Telephone: [\_\_\_\_\_]

Facsimile: [\_\_\_\_\_]

Email: [\_\_\_\_\_]

Any notice initially delivered orally as may be permitted under this Agreement shall be confirmed in writing, and any notice initially delivered by facsimile transmission, email or other

electronic means shall be followed by a hard copy sent by first-class mail or express courier within two days after transmission of the facsimile transmission, email or other electronic means.

## **ARTICLE XIX**

### **CHOICE OF LAW**

This Agreement is entered into by MMGA pursuant to the authority contained in the Act. This Agreement shall be interpreted and construed in accordance with the Act and other applicable laws of the State of Minnesota, excluding conflicts of law principles which would refer to the laws of another jurisdiction; provided, however, that the authority of Gas Purchaser to enter into this Agreement and perform its obligations under it shall be interpreted in accordance with the Laws of the State of Nebraska.

## **ARTICLE XX**

### **MODIFICATIONS**

No modifications of the terms and provisions of this Agreement shall be or become effective except pursuant to and upon the due and mutual execution of an appropriate supplemental written amendment by the Parties.

## **ARTICLE XXI**

### **COMPUTATIONS**

All computations related to prices and indices performed under this Agreement shall be rounded to four decimal places (\$0.0000).

## **ARTICLE XXII**

### **REPRESENTATIONS AND WARRANTIES**

22.1 Representations and Warranties of MMGA. MMGA hereby makes the following representations and warranties to Gas Purchaser:

(a) MMGA is a joint action gas supply agency of the State of Minnesota duly organized and validly existing under the Act and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under this Agreement.

(b) The execution, delivery, and performance by MMGA of this Agreement have been duly authorized by all necessary corporate action of MMGA and do not and will not require, subsequent to the execution of this Agreement by MMGA, any consent or approval of the Board of Directors or any officers of MMGA.

(c) This Agreement is the legal, valid, and binding obligation of MMGA, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Agreement, there is no pending or, to MMGA's knowledge, threatened action or proceeding affecting MMGA which purports to affect the legality, validity, or enforceability of this Agreement.

(e) MMGA shall deliver to Gas Purchaser as a condition precedent to Gas Purchaser's execution of this Agreement an opinion letter of counsel to MMGA, in substantially the form set forth in Exhibit E.

22.2 Representations and Warranties of Gas Purchaser. Gas Purchaser hereby makes the following representations and warranties to MMGA:

(a) Gas Purchaser is a municipal corporation duly organized and validly existing under the laws of the State of Nebraska, and has the corporate power and authority to enter into and perform its obligations under this Agreement.

(b) The execution, delivery, and performance by Gas Purchaser of this Agreement have been duly authorized by the governing body of Gas Purchaser and do not and will not require, subsequent to the execution of this Agreement by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

(c) This Agreement is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(d) As of the date of this Agreement, there is no pending or, to Gas Purchaser's knowledge, threatened action or proceeding affecting Gas Purchaser which purports to affect the legality, validity, or enforceability of this Agreement.

(e) Gas Purchaser shall deliver to MMGA as a condition precedent to MMGA's execution of this Agreement an opinion letter of counsel to Gas Purchaser in substantially the form set forth in Exhibit F.

(f) Gas Purchaser shall deliver to MMGA as a condition precedent to MMGA's execution of this Agreement the Closing Certificate in substantially the form set forth in Exhibit H.

## ARTICLE XXIII

### **CERTAIN OBLIGATIONS WITH RESPECT TO THE BONDS**

23.1 Tax-Exempt Status of Bonds. The Bonds will be issued with the intention that the interest thereon will be excludable from the gross income of the holders thereof under Section 103 of the Code. Accordingly, Gas Purchaser agrees for the benefit of the owners of the Bonds that it will act in accordance with written instructions that MMGA may reasonably require from time to time in connection with the tax-exempt status of the Bonds, and in addition that it will not at any time take any action, or fail to take any action, if such action or failure to take action would adversely affect the exclusion from the gross income of the holders thereof of interest on the Bonds under the Code. Without limiting the foregoing, Gas Purchaser further agrees to resell or otherwise use Gas purchased under this Agreement (i) for a “qualifying use” as defined in U.S. Treas. Reg. § 1.148-1(e)(2)(iii), (ii) in a manner that will not result in any private business use of that Gas within the meaning of Section 141 of the Code, and (iii) in a manner that is consistent with the Federal Tax Certificate set forth in Exhibit D, and that it will not use Gas purchased under this Agreement in any other manner without the prior written consent of MMGA. Gas Purchaser agrees that it will execute such additional documents and certificates as Bond Counsel may reasonably request evidencing Gas Purchaser’s compliance with this Section 23.1, with the Code, and with Treasury Regulations thereunder. Gas Purchaser further agrees that it will provide all documents and records reasonably requested by MMGA for response to any inquiry or audit relating to the tax-exempt status of the bonds.

23.2 Continuing Disclosure. Gas Purchaser shall provide a copy of its audited financial statements to MMGA each fiscal year promptly following the conclusion of Gas Purchaser’s annual audit. In addition, Gas Purchaser hereby covenants and agrees that it will

provide to MMGA annual operating and financial information relating to its Gas transmission and distribution system as required by Rule 15(c)2-12 of the United States Securities Exchange Commission (the “Rule”) to the extent the Rule is applicable to the Bonds. Failure by Gas Purchaser to comply with this undertaking shall not be a default under this Agreement, but any such failure shall entitle MMGA and the owner or owners of any of the Bonds to take such actions and to initiate such proceedings as may be necessary and appropriate to cause Gas Purchaser to comply with its undertaking as set forth in this Section 23.2, including without limitation the remedies of mandamus and specific performance.

## **ARTICLE XXIV**

### **EXCHANGES**

24.1 General Rule. Gas Purchaser may effectuate an exchange of Delivery Points for Gas purchased under this Agreement on a daily or Monthly basis under Section 24.2 or Section 24.3; provided, however, that any failure by a third party to perform its obligations under any such exchange arrangement shall not relieve Gas Purchaser of its obligations under this Agreement.

24.2 Description of Exchange Agreement. Gas Purchaser may enter into an exchange agreement with a third party under which Gas Purchaser implements redelivery of the Gas delivered at the Delivery Point (“Point A”) to a delivery point on another pipeline connected with Gas Purchaser’s system (“Point B”). Under such an exchange agreement, Gas Purchaser would deliver Gas at Point A to the exchange counterparty and receive delivery of an equivalent value of Gas at Point B from the exchange counterparty. The equivalent value of Gas at Point B may be taken by Gas Purchaser on the same Gas Day that Gas is delivered at Point A or at any time after such Gas Day within the same or the next succeeding Month. The transaction

described in this Section 24.2 is not itself a “disqualifying use” under federal tax law in effect on the date of this Agreement.

24.3 Exchange Transactions Through a Third Party. In addition to an exchange agreement under Section 24.2, Gas Purchaser may effectuate an exchange of deliveries of Gas at Point A (as described in Section 24.2) for deliveries at Point B (as described in Section 24.2) by entering into an agreement to provide the exchange through a third party. Under such an agreement, Gas Purchaser would arrange for the delivery of Gas to one party (“Party 1”) at Point A, and the receipt of Gas from another party (“Party 2”) at Point B, either directly or through a commodity exchange such as the Intercontinental Exchange (“ICE”), and bring the arrangements with Party 1 and Party 2 to a third party for the third party to enter into. Gas Purchaser would then enter into an exchange agreement with the third party, as described in Section 24.2 above. The transaction described in this Section 24.3 is not itself a “disqualifying use” under federal tax law in effect on the date of this Agreement.

## **ARTICLE XXV**

### **MISCELLANEOUS**

25.1 Entirety of Agreement. This Agreement constitutes the entire agreement between MMGA and Gas Purchaser with respect to the sale, delivery, purchase and receipt of the Daily Contract Quantity under the Project, and supersedes any and all prior negotiations, understandings, or agreements, whether oral or in writing.

25.2 Headings. The headings used throughout this Agreement are inserted for reference purposes only and shall not be construed or considered in interpreting the terms and provisions of any Section or Article or the Agreement as a whole.

25.3 Severability. If any Article, Section, term, or provision of this Agreement becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without said Article, Section, term, or provision; provided, however, that if such severability materially changes the economic benefits of this Agreement to either Party, the Parties agree to negotiate promptly an equitable adjustment in the provisions of the Agreement in good faith so as to place the Parties in as close to the same position as is possible under the circumstances as they were prior to such declaration by the court or other action or event.

25.4 Limited Liability. MMGA and Gas Purchaser acknowledge and agree that Gas Purchaser's obligations under this Agreement are limited as expressly described in this Agreement and that MMGA has no recourse to any other source of payment from Gas Purchaser except as set forth in Section 11.4 of this Agreement. MMGA and Gas Purchaser acknowledge and agree that Gas Purchaser has no recourse to any source of payment from MMGA under this Agreement except the Trust Estate as defined in the Indenture, and only to the extent such funds are available to be applied for such purpose in accordance with the Indenture.

25.5 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and each of which shall be deemed to be an original instrument as against a Party that has signed it.

**[The remainder of this page is left blank intentionally.]**

**[Signature page to follow]**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date hereinabove first written.

**MINNESOTA MUNICIPAL GAS AGENCY**

By: \_\_\_\_\_

Attested By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Title: \_\_\_\_\_

**CITY OF FREMONT, NEBRASKA**

By: \_\_\_\_\_

Attested By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Its: \_\_\_\_\_

Title: \_\_\_\_\_

**[SIGNATURE PAGE OF THE NATURAL GAS SUPPLY AGREEMENT  
DATED AS OF [\_\_\_\_\_] , 2019]**

**EXHIBIT A**

**PRIMARY DELIVERY POINTS AND INDEX PREMIUMS**

EXHIBIT B

DAILY CONTRACT QUANTITIES (MMBtu)

<u>Delivery Months</u>	<u>Daily Contract Quantity (MMBtu/Day)</u>

**EXHIBIT C**

**PROJECT PARTICIPANTS  
AND THEIR DAILY CONTRACT QUANTITIES (MMBtu per Day)**

Delivery Months	Daily Contract Quantity (MMBtu/Day)		
	[Name of Participant]	[Name of Participant]	[Name of Participant]

## **EXHIBIT D**

### **FEDERAL TAX CERTIFICATE**

This Federal Tax Certificate is executed in connection with the Natural Gas Supply Agreement dated as of [\_\_\_\_], 2019 (the “Supply Agreement”), by and between Minnesota Municipal Gas Agency (“MMGA”) and the City of Fremont, Nebraska (“Gas Purchaser”). Capitalized terms used and not otherwise defined herein shall have the meanings given to them in the Supply Agreement or in the Indenture.

WHEREAS Gas Purchaser acknowledges that MMGA is issuing the Bonds to fund the prepayment price under the Prepaid Gas Agreement; and

WHEREAS the Bonds are intended to qualify for tax exemption under Section 103 of the Internal Revenue Code of 1986, as amended; and

WHEREAS Gas Purchaser’s use of Gas acquired pursuant to the Supply Agreement and certain funds and accounts of Gas Purchaser will affect the Bonds’ qualification for such tax exemption.

NOW, THEREFORE, GAS PURCHASER HEREBY CERTIFIES AS FOLLOWS:

1. Gas Purchaser is a municipal gas and electric utility organized and existing under the laws of the State of Nebraska.
2. Gas Purchaser will resell all of the Gas acquired pursuant to the Supply Agreement to its retail Gas customers within its Gas service area, with retail sales in all cases being made pursuant to regularly established and generally applicable tariffs or under authorized requirements contracts. For purposes of the foregoing sentence, the term “service area” means (x) the area throughout which Gas Purchaser provided Gas transmission or distribution service at all times during the 5-year period ending on December 31, 2018, and from then until the date of issuance of the Bonds (the “Closing Date”), and (y) any area recognized as the service area of Gas Purchaser under state or federal law.
3. The annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser, is [\_\_\_\_\_] MMBtu. The maximum annual amount of Gas in any year being acquired pursuant to the Supply Agreement is [\_\_\_\_\_] MMBtu. The annual average amount of Gas which Gas Purchaser holds in storage as of the Closing Date is [\_\_\_\_\_] MMBtu. The annual average amount of Gas which Gas Purchaser otherwise has a right to acquire as of the Closing Date is [\_\_\_\_\_] MMBtu. The sum of (a) the maximum amount of Gas in any year being acquired pursuant to the Supply Agreement, (b) the annual average amount of Gas which Gas Purchaser holds in storage, and (c) the amount of Gas which Gas Purchaser otherwise has a right to acquire in the year described in the foregoing clause (a) is [\_\_\_\_\_] MMBtu. Accordingly, the amount of Gas to be acquired under the Supply Agreement by Gas Purchaser, supplemented by the amount of Gas otherwise available to Gas Purchaser as of the Closing Date, during any

year does not exceed the sum of (i) [\_\_\_\_\_] % of the annual average amount during the testing period of Gas purchased (other than for resale) by customers of Gas Purchaser who are located within the service area of Gas Purchaser and (ii) the amount of Gas to be used to transport the prepaid Gas to Gas Purchaser during such year. For purposes of this paragraph 3, the term “testing period” means the 5 calendar years ending December 31, 2018, and the term “service area” means (x) the area throughout which Gas Purchaser provided Gas transmission or distribution service at all times during the testing period, (y) any area within a county contiguous to the area described in (x) in which retail customers of Gas Purchaser are located if such area is not also served by another utility providing Gas services, and (z) any area recognized as the service area of Gas Purchaser under state or federal law.

4. Gas Purchaser expects to pay for Gas acquired pursuant to the Supply Agreement solely from funds derived from its Gas distribution operations. Gas Purchaser expects to use current net revenues of its Gas distribution system to pay for current Gas acquisitions. There are no funds or accounts of Gas Purchaser or any person who is a Related Person to Gas Purchaser in which monies are invested and which are reasonably expected to be used to pay for Gas acquired more than one year after it is acquired. No portion of the proceeds of the Bonds will be used directly or indirectly to replace funds of Gas Purchaser or any persons who are Related Persons to Gas Purchaser that are or were intended to be used for the purpose for which the Bonds were issued.

[\_\_\_\_\_] , 2019

By: \_\_\_\_\_  
[Authorized Representative]

**EXHIBIT E**

**FORM OF OPINION OF COUNSEL TO [ISSUER]**

[CLOSING DATE]

[Gas Purchaser]

[Address]

Re: Natural Gas Supply Agreement by and between Minnesota Municipal Gas Agency and The City of Fremont, Nebraska dated as of [\_\_\_\_], 2019

Ladies and Gentlemen:

We are Counsel to Minnesota Municipal Gas Agency (“MMGA”) and in that capacity we have acted as counsel to MMGA in conjunction with the above-captioned Natural Gas Supply Agreement (the “Agreement”) between MMGA and the City of Fremont, Nebraska (“Gas Purchaser”).

This opinion is being delivered pursuant to the Agreement. Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meanings as are ascribed to them in the Agreement.

In rendering this opinion, we have examined a copy of the Agreement and such records and other documents as we have deemed necessary and relevant for the purposes of this opinion. In our examination, we have assumed the genuineness of all signatures (other than those of officers or representatives of MMGA), the authenticity of all documents submitted to us as originals, and the conformity of all original documents submitted to us as certified or photostatic copies.

As to factual matters, we have relied solely upon the documents described above, the representations and warranties of MMGA contained in the Agreement, the certificate of incorporation of MMGA, and various certificates and other documents furnished to us by MMGA’s officers and its Board of Directors. In basing the opinions set forth in this letter on “our knowledge”, the words “our knowledge” signify that, in the course of our representation, no facts have come to our attention that would give us actual knowledge or actual notice that any such opinions or other matters are not accurate. Except as otherwise stated in this opinion, we have undertaken no investigation or verification of such matters.

Based on the foregoing, and subject to the qualifications set forth herein, we are of the following opinion:

(1) MMGA is a [\_\_\_\_\_] duly organized and validly existing under [\_\_\_\_], as amended, and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under the Agreement.

(2) The execution, delivery, and performance by MMGA of the Agreement have been duly authorized by all necessary corporate action of MMGA and do not and will not require, subsequent to the execution of the Agreement by MMGA, any consent or approval of the Board of Directors or any officers of MMGA.

(3) The Agreement is the legal, valid, and binding obligation of MMGA, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors' rights heretofore or hereafter enacted, to the extent constitutionally applicable.

(4) As of the date of this opinion, there is no pending or, to our knowledge, threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting or questioning the existence of MMGA or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of the Agreement, nor to our knowledge is there any basis therefor.

(5) The execution and delivery of the Agreement and compliance by MMGA with the provisions thereof will not conflict with or constitute on the part of MMGA a material breach of or default under any agreement or instrument to which MMGA is a party, or violate any existing law, administrative regulation, court order or consent decree to which MMGA is subject.

The scope of this opinion is limited to those issues and parties specifically considered herein and no further or more expansive opinion is implied or should be inferred from any opinion expressed herein. On such basis, any variation or difference in the facts upon which this opinion is based might affect our conclusions in an adverse manner and make them inaccurate.

The foregoing opinion is rendered solely for the use and benefit of Gas Purchaser in connection with the Agreement and may not be relied upon other than in connection with the transactions contemplated by the Agreement, or by any other person or entity for any purpose whatsoever, nor may it be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity without the prior written consent of the undersigned. The information set forth herein is as of the date hereof. We assume no obligation to advise you of changes in fact or law which may hereafter come to our attention.

Sincerely,

**EXHIBIT F**

**FORM OF OPINION OF COUNSEL  
TO GAS PURCHASER**

[CLOSING DATE]

Minnesota Municipal Gas Agency  
Plymouth, Minnesota

Royal Bank of Canada  
Toronto, Canada

RBC Capital Markets, Inc.  
New York, New York

[COMMODITY SWAP COUNTERPARTY]

[\_\_\_\_\_]

[TRUSTEE]

[\_\_\_\_\_]

Re: Natural Gas Supply Agreement between the City of Fremont, Nebraska  
and Minnesota Municipal Gas Agency, dated as of [\_\_\_\_\_], 2019

Ladies and Gentlemen:

We are Counsel to the City of Fremont, Nebraska (“Gas Purchaser”). Gas Purchaser is a Project Participant in the Project undertaken by the Minnesota Municipal Gas Agency (“MMGA”). We are furnishing this opinion to you in connection with the Natural Gas Supply Agreement between MMGA and Gas Purchaser dated as of [\_\_\_\_\_], 2019 (the “Supply Agreement”).

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning as is ascribed to them in the Supply Agreement.

In connection with this opinion, we have examined originals or copies, certified or otherwise identified to our satisfaction, of the following:

(a) The Constitution and laws of the State of Nebraska (the “State”) including, as applicable, acts, ordinances, certificates, articles, charters, bylaws, and agreements pursuant to which Gas Purchaser was created and by which it is governed;

(b) Resolution No. [\_\_\_], duly adopted by Gas Purchaser on [\_\_\_\_\_] (the “Resolution”) and certified as true and correct by certificate and seal, authorizing Gas Purchaser to execute and deliver the Supply Agreement;

(c) A copy of the Supply Agreement executed by Gas Purchaser; and

(d) All outstanding instruments related to bonds, notes, or other indebtedness of or relating to Gas Purchaser and Gas Purchaser’s natural gas distribution system.

We have also examined and relied upon originals or copies, certified or otherwise authenticated to our satisfaction, of such records, documents, certificates, and other instruments, and made such investigations of law, as in our judgment we have deemed necessary or appropriate to enable us to render the opinions expressed below.

Based upon the foregoing, we are of the opinion that:

1. Gas Purchaser is a municipal corporation of the State, duly organized and validly existing under the laws of the State and has the power and authority to own its properties, to carry on its business as now being conducted, and to enter into and to perform its obligations under the Agreement.

2. The execution, delivery, and performance by Gas Purchaser of the Supply Agreement have been duly authorized by the governing body of Gas Purchaser and do not and will not require, subsequent to the execution of the Supply Agreement by Gas Purchaser, any consent or approval of the governing body or any officers of Gas Purchaser.

3. The Supply Agreement is the legal, valid, and binding obligation of Gas Purchaser, enforceable in accordance with its terms, except as such enforceability may be subject to (i) the exercise of judicial discretion in accordance with general principles of equity and (ii) bankruptcy, insolvency, reorganization, moratorium, and other similar laws affecting creditors’ rights heretofore or hereafter enacted, to the extent constitutionally applicable.

4. No approval, consent or authorization of any governmental or public agency, authority, commission or person, or, to our knowledge, of any holder of any outstanding bonds or other indebtedness of Gas Purchaser, is required with respect to the execution, delivery and performance by Gas Purchaser of the Supply Agreement or Gas Purchaser’s participation in the transactions contemplated thereby other than those approvals, consents and/or authorizations that have already been obtained.

5. The authorization, execution and delivery of the Supply Agreement and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, (i) any instrument relating to the organization, existence or operation of Gas Purchaser, (ii) any ruling, regulation, ordinance, judgment, order or decree to which Gas Purchaser (or any of its officers in their respective capacities as such) is subject or (iii) any provision of the laws of the State relating to Gas Purchaser and its affairs, and (b) to our

knowledge will not result in, or require the creation or imposition of, any lien on any of the properties or revenues of Gas Purchaser pursuant to any of the foregoing.

6. Gas Purchaser is not in material breach of or default under any applicable constitutional provision or any law or administrative regulation of the State or the United States or any applicable judgment or decree or, to our knowledge, any loan or other agreement, resolution, indenture, bond, note, resolution, agreement or other instrument to which Gas Purchaser is a party or to which Gas Purchaser or any of its property or assets is otherwise subject, and to our knowledge no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a material default or event of default under any such instrument.

7. Payments to be made by Gas Purchaser under the Supply Agreement shall constitute operating expenses of Gas Purchaser's utility system payable solely from the revenues and other available funds of Gas Purchaser's utility system as a cost of purchased gas.

8. As of the date of this opinion, to our knowledge after due inquiry, there is no pending or threatened action or proceeding at law or in equity or by any court, government agency, public board or body affecting or questioning the existence of Gas Purchaser or the titles of its officers to their respective offices or affecting or questioning the legality, validity, or enforceability of this Supply Agreement nor to our knowledge is there any basis therefor.

This opinion is rendered solely for the use and benefit of the addressees hereof in connection with the Supply Agreement and may not be relied upon other than in connection with the transactions contemplated by the Supply Agreement, or by any other person or entity for any purpose whatsoever, nor may this opinion be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity, without the prior written consent of the undersigned.

Very truly yours,

## EXHIBIT G

### FORM OF REMARKETING ELECTION NOTICE

[MMGA]  
[Address]

[Gas Supplier]  
[Address]

[Trustee]  
[Address]

To the Addressees:

The undersigned, a duly authorized representative of the City of Fremont, Nebraska (the “Gas Purchaser”), is providing this notice (the “Gas Remarketing Election Notice”) pursuant to the Natural Gas Supply Agreement, dated as of [\_\_\_\_], 2019 (the “Supply Agreement”), between Minnesota Municipal Gas Agency and the Gas Purchaser. Capitalized terms used herein shall have the meanings set forth in the Supply Agreement.

Pursuant to Section 5.3(b) of the Supply Agreement, the Gas Purchaser has elected to have [\_\_\_\_\_]MMBtu of its DCQ for each Gas Day of each Delivery Month of the Remaining Term remarketed beginning with the month of [\_\_\_\_\_] 20[\_\_\_], and thereafter the Supply Agreement shall terminate in accordance with Section 5.3(c) thereof.

Given this [\_\_\_] day of [\_\_\_\_], 20[\_\_\_].

CITY OF FREMONT, NEBRASKA

By: \_\_\_\_\_  
Name:  
Title:

## **EXHIBIT H**

### **FORM OF CLOSING CERTIFICATE**

[Closing Date]

Re: Minnesota Municipal Gas Agency Gas Supply Revenue Bonds, Series 2019, Sub-series 2019A and 2019B

The undersigned [TITLE] of the City of Fremont, Nebraska (the “Gas Purchaser”), pursuant to the Bond Purchase Agreement, dated [\_\_\_\_], 2019 (the “Bond Purchase Agreement”), by and between RBC Capital Markets, LLC and Minnesota Municipal Gas Agency, with respect to the issuance and sale of the captioned bonds (the “Bonds”), hereby certifies as follows (capitalized terms used herein and not defined shall have the meanings given to such terms in the Bond Purchase Agreement):

(i) by all necessary official action of the Gas Purchaser, the Gas Purchaser has duly authorized or approved (a) the execution and delivery of, and the performance by the Gas Purchaser of the obligations on its part contained in the Supply Agreement, and (b) the consummation by it of all other transactions contemplated by the Official Statement and the Bond Purchase Agreement and any and all such other agreements and documents as may be required to be executed, delivered and/or received by Gas Purchaser in order to carry out, give effect to, and consummate the transactions contemplated in the Bond Purchase Agreement and in the Official Statement;

(ii) the Gas Purchaser is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the State or the United States or any applicable judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Gas Purchaser is a party or to which the Gas Purchaser is or any of their property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default in any material respect by the Gas Purchaser under any of the foregoing; and the execution and delivery of the Supply Agreement and compliance with the provisions on the Gas Purchaser’s part contained therein, will not conflict with or constitute a breach of or default in any material respect under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Gas Purchaser is a party or to which the Gas Purchaser or to which any of its property or assets are otherwise subject;

(iii) no litigation or proceeding or tax challenge against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Gas Purchaser to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Gas Purchaser, (c) contest the validity, due authorization and execution of the Supply Agreement or (d) attempt to limit, enjoin or otherwise restrict or prevent the Gas Purchaser from undertaking the transactions contemplated by the Official Statement and the Supply Agreement;

(iv) all authorizations, approvals, licenses, permits, consents and orders of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of

which would materially adversely affect the due performance by the Gas Purchaser of its obligations under the Supply Agreement have been duly obtained;

(v) as of the date thereof, and at all times up to and including the date hereof, the information set forth in Appendix C to the Official Statement relating to the Gas Purchaser did not and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(vi) to the knowledge of the Gas Purchaser, no event affecting the Gas Purchaser has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing;

(vii) the Gas Purchaser will not knowingly take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes of the interest on the Bonds.

IN WITNESS WHEREOF the undersigned has executed this certificate all as of the [\_\_\_\_] day of [\_\_\_\_], 2019.

City of Fremont, Nebraska

By \_\_\_\_\_  
Name: Scott Getzschman  
Title: Mayor

## STAFF REPORT

**TO:** Utility and Infrastructure Board

**FROM:** David Goedeken, P.E., Director of Public Works

**DATE:** June 25, 2019

**SUBJECT:** Request to waive minimum driveway approach radius at 2125 North Main Street.

**Recommendation:** Recommend approval of waiver of minimum driveway approach radius at 2125 North Main Street.

**Request:** The property owner of 2125 North Main Street has requested City Council waiver of minimum driveway approach radius at this address.

**Background:** There is an existing 23 foot wide drive approach into this property, the property owner would like to widen the drive to their property line.

The City of Fremont Municipal Code Section 8-501 allows a maximum width driveway of 32 feet with a minimum approach radius of five feet.

City Code does not allow the drive to extend past the projected property line without City Council permission. Typically, drive approaches are set back a minimum of five feet from the property line to allow the five foot radius. In this case the property owner wishes to widen their drive to the property line, thus only allowing a zero foot radius. .

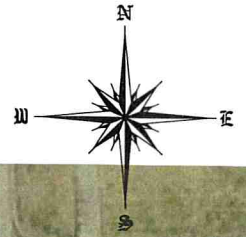
Dear City Council,

My husband and I are requesting to widen our approach to our driveway to the North of the property at 2125 N Main St.

We are going to put <sup>in</sup> new driveway and would like to widen the approach at this time.

Thank you for your time  
Denny & Connie Rowe  
720-6692

# 2125 North Main Street



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CITY OF  
**FREMONT**

NEBRASKA PATHFINDERS

PUBLIC WORKS

ENGINEERING DEPARTMENT

